

DEPARTMENT OF PERSONNEL ADMINISTRATION

LABOR RELATIONS DIVISION

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The Department of Personnel Administration submitted the following Tentative Agreement to the Legislative Analyst and Members of the Legislature on July 26, 2006, along with a summary of its provisions.

To read a copy of that summary, [click here](#).



Agreement

between

State Of California

And

Union Of American Physicians And Dentists (UAPD)

covering

**BARGAINING UNIT 16
PHYSICIANS, DENTISTS AND
PODIATRISTS**

Effective

~~July 1, 2003~~ July 1, 2006 through June 30, 2008 ~~June 30, 2006~~

**UNION OF AMERICAN PHYSICIANS AND DENTISTS
BARGAINING UNIT 16
PHYSICIANS, DENTISTS AND PODIATRISTS**

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PREAMBLE

This AGREEMENT, hereafter referred to as the Agreement, entered into by the STATE OF CALIFORNIA, hereafter referred to as the State or the State employer, pursuant to Sections 19815.5 and 3517 of the Government Code, and the UNION OF AMERICAN PHYSICIANS AND DENTISTS, hereafter referred to as UAPD, has as its purpose the promotion of harmonious labor relations between the State and UAPD; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

The term "Agreement" as used herein means the written agreement provided under Section 3517.5 of the Government Code.

ARTICLE 1 - RECOGNITION

- A. Pursuant to the Public Employment Relations Board Case No. S-SR-16, the State recognizes UAPD as the exclusive negotiating agent for all employees in Bargaining Unit 16 covering the Physicians, Dentists, and Podiatrists.
- B. Pursuant to Government Code Sections 19815.5 and 3517, UAPD recognizes the Director of the Department of Personnel Administration or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the Director or his/her designee, except as otherwise specifically spelled out in the Agreement.
- C. All official notices to UAPD, for purposes of this Agreement, shall be sent to 1330 Broadway, Suite 730, Oakland, California 94612.

ARTICLE 2 - UNIT ASSIGNMENT AND CLASSIFICATION

- A. At such time that the State Personnel Board creates a new civil service class in State employment, the State shall mail a notice to UAPD of the unit assignment, if any, of such class. UAPD shall have thirty (30) calendar days after mailing of such notice to protest the State's unit assignment. If UAPD elects to protest, the State shall meet and confer with UAPD in an effort to reach agreement on the unit assignment for the class. If the parties are unable to reach agreement, the dispute shall be submitted to the PERB for resolution. If UAPD does not protest the unit assignment within the 30-day notice period, the unit assignment of the new class shall be deemed agreeable to the parties and PERB shall be so advised.
- B. The State agrees to notify UAPD of classification proposals that impact employees in Unit 16 prior to their submission to the State Personnel Board. UAPD agrees to notify the State of classification proposals that UAPD wishes to present to the State Personnel Board. Upon request of the UAPD, the State agrees to meet and discuss classification proposals with the UAPD.
- C. Upon the request of UAPD, the State agrees to meet with UAPD regarding the development of medical and dental specialty classification proposals.

ARTICLE 3 - UAPD RIGHTS

3.1 Organizational Security

- A. The State agrees to deduct and transmit to UAPD all membership dues authorized on a form provided by UAPD. Effective with the beginning of the first pay period following ratification of this agreement by the Legislature and the Union, the State agrees to deduct and transmit to the Union, Fair Share fees from State employees in Unit 16 who do not become members of UAPD.
- B. The State and UAPD agree that a system of authorized dues deductions and a system of Fair Share deduction shall be operated in accordance with Government Code Sections 3513(h), 3513(j), 3515, 3515.6, 3515.7, 3515.8, subject to the following provisions:
 - 1. The State and UAPD agree that if a Fair Share rescission election is conducted in Unit 16 pursuant to Government Code Section 3515.7(d), a majority of those votes cast, rather than the majority of the members of the unit, shall determine whether the Fair Share deductions shall continue.
 - 2. An employee in Unit 16 may withdraw from membership in UAPD by sending a signed withdrawal letter to UAPD with a copy to the State Controller. An employee who so withdraws his or her membership shall be subject to paying Fair Share fees if such a fee is applicable to Unit 16.
 - 3. UAPD agrees to indemnify, defend and hold the State and its agents harmless against any claims made of any nature and against any suit instituted against the State arising from this Article and the deductions arising therefrom.
 - 4. UAPD agrees to annually notify all State employees in Unit 16 who pay Fair Share fees of their right to demand and receive from UAPD a return of part of that fee pursuant to Government Code Section 3515.8.
 - 5. No provision of this Article nor any disputes arising thereunder shall be subject to the grievance and arbitration procedure contained in this Agreement.

3.2 UAPD Information

- A. The UAPD may provide, and the State will make available at orientation sessions for all new employees in Unit 16, the following:
 - 1. The name and office address of the UAPD and the names of UAPD officers and stewards; and
 - 2. An informational sheet describing the Union.

3. Upon initial appointment to any Unit 16 position as a probationary or permanent employee, the employee shall be informed by the employer that UAPD is the recognized employee organization for the employee in said classification and present the employee with a copy of the current agreement, as well as an approved packet of information which has been supplied by UAPD.
4. Upon request by UAPD, the State shall provide the names, home addresses, and identification numbers of all employees covered by this Agreement where permitted by law. UAPD agrees to pay any necessary administrative costs incurred by the State Controller.

3.3 Stewards' Rights

- A. The State recognizes and agrees to deal with the designated stewards of UAPD on all matters pertaining to grievances.
- B. A written list of UAPD stewards serving each work location, broken down by department, shall be furnished to the State immediately after their designation, and UAPD shall notify the State promptly of any changes of such officers or stewards. UAPD stewards shall not be recognized by the State until such lists or changes thereto are received. There shall be no more than one UAPD steward per twelve (12) Unit 16 employees or major fraction (greater than 1/2) thereof in each work location. UAPD may have a steward at each ~~Youth Authority facility~~ CDCR – Division of Juvenile Justice facility.
- C. Upon request of an aggrieved employee, a UAPD steward may investigate the grievance, provided the grievance is in his/her regular work location, and assist in its presentation. He/she shall be allowed reasonable time for the purpose of representing employees in Unit 16 during working hours without loss of compensation, subject to prior notification and approval by his/her immediate supervisor. Such approval shall not be unreasonably withheld.

3.4 Access To Employees

- A. UAPD representatives have access to employees on matters related to the administration of this Agreement. Access shall not interfere with the work of the employees or with the rights of the clients. UAPD representatives must notify the department head or designee in advance of the visit. At the correctional facilities, Patton State Hospital, and Atascadero State Hospital, notice must be given at least 24 hours in advance.
- B. The department head or designee may restrict access to certain work sites or areas for reasons of safety, security, patient care or privacy, or other business necessity. Access shall not be unreasonably withheld. If access to a particular work site is restricted, the State will provide an alternate site except in case of emergency.

3.5 Distribution Of Literature

- A. In accordance with Section 4 of this Article regarding the access to employees, UAPD representatives may distribute official UAPD literature. UAPD agrees that any literature distributed will not be libelous, obscene, defamatory, or of a partisan political nature.

- B. UAPD shall hold the State employer harmless from any actions resulting from any materials posted or distributed by the UAPD.

3.6 Bulletin Boards

UAPD shall be allowed to use bulletin boards designated by the State in an area frequented by bargaining unit employees to post materials related to UAPD business. Any materials posted must be dated and initialed by the UAPD representative responsible for the posting, and a copy of all materials posted must be provided to the facility or office supervisor at the time of posting. UAPD agrees that nothing libelous, obscene, defamatory, or of a partisan political nature shall be posted.

3.7 Use Of State Facilities

- A. The State will permit use of its facilities for UAPD meetings subject to the operating needs of the State. Requests for use of such State facilities shall be made in advance to the designated State official. The UAPD agrees to leave such facilities in the condition in which they were found.
- B. UAPD Stewards shall be permitted reasonable use of State phones to make calls for UAPD Steward purposes; provided, however, that such use of State phones shall not mean additional charges to the State or interfere with the operation of the State.

3.8 Fees And Assessments

UAPD may have deducted any monies labeled as dues, initiation fees and assessments.

3.9 Home Addresses

- A. Consistent with the PERB regulation, the State shall provide to UAPD at their request, but not to exceed once a month, the home addresses of all employees covered by this Agreement commencing as soon as is administratively feasible.
- B. Any employee may have his/her home address withheld from UAPD at any time by making such a written request to the State Controller's Office. In order to comply with the employee's wishes, the Union shall always utilize the latest list to be provided by the State Controller's Office and destroy any previous lists.
- C. UAPD shall inform each employee covered by this Agreement, who is not a member of UAPD, of his/her rights to have his/her address withheld from UAPD. Such notification shall be sent to each employee's home address once every 12 months. UAPD shall provide a copy of such notification to the Department of Personnel Administration prior to mailing to State employees.
- D. UAPD agrees that any literature mailed to employees will not be libelous, obscene, defamatory or of a partisan political nature or constitute a solicitation of any product or service that is not a part of a UAPD endorsed benefit program.
- E. UAPD shall take all reasonable steps to ensure the security of the home addresses and shall not disclose or otherwise make available the home addresses to any organization other than UAPD or person other than a UAPD official.

- F. UAPD agrees to indemnify, defend and hold the State and its agents harmless against any claims made of any nature and against any lawsuit instituted against the State arising from this Home Address Article.
- G. UAPD agrees to pay the necessary and reasonable costs incurred by the State Controller's Office to produce the necessary name/home address tape file.

3.10 Use Of State Equipment

- A. Except as provided by this Contract, no employee shall be permitted use of any State machine, equipment, or communication system, including but not limited to computer, photocopier, E-mail, voice mail, fax machine, for Union organizing or other Union purposes.
- B. An employee may be permitted reasonable use of State telephones or E-mail for representation activities. This means an employee may be permitted to contact the local Union representative to seek representation or set an appointment regarding filing a grievance or complaint (as defined in Article 6) or matters listed in Section 3.3 (a) and (c).
- C. Use of State telephones or E-mail for representation purposes shall not:
 - 1. incur additional charges to the State;
 - 2. interfere with the operations of the State;
 - 3. contain language that is libelous, obscene, defamatory, or of a partisan political nature.
- D. Any use of State time for activities permitted in this Section shall be subject to prior notification and approval by the employee's immediate supervisor in accordance with Section 3.3 (c) of this agreement.
- E. E-mail messages are not considered private or secure information and are subject to being monitored by the department.
- F. Employees who are UAPD officers or stewards shall be permitted minimal and incidental use of State E-mail to notify members of union meetings and events, as the department permits for other non-State business purposes.

3.11 UAPD Release Time

Subject to operational need, the State will allow a total of one hundred and four (104) hours of release time for UAPD officers and stewards per fiscal year. No department shall be required to allow an employee more than ~~two (2)~~ three (3) workdays of release time per fiscal year.

An employee on release time will continue to earn Sick Leave/Vacation or Annual Leave and Holiday Credits.

UAPD will provide notice to DPA of the employee name, date, department and number of hours to be used. Notice will be provided to DPA no less than three (3) working days prior to the time requested.

ARTICLE 4 - STATE RIGHTS

- A. All State rights and functions, except those which are expressly abridged by this Agreement, shall remain vested with the State.
- B. The rights of the State shall include, but not be limited to, the right to determine the mission of its constituent departments, commissions and boards; to set standards of service, to maintain the efficiency of State operations; to determine, consistent with Article 7 of the Constitution, the Civil Service Act and Rules pertaining thereto, the procedures and standards of selection for employment and promotion, layoff, assignment, scheduling and training; to determine the methods, means and personnel by which State operations are to be conducted; to take all necessary action to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and technology of performing its work. The State has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement.
- C. This Agreement is not intended to, nor may be construed to, contravene the spirit or intent of the merit principle in State employment nor to limit the entitlements of State civil service employees provided by Article 7 of the State Constitution or Bylaws and rules enacted thereto.

ARTICLE 5 - GENERAL PROVISIONS

5.1 Non - Discrimination

- A. The State and UAPD agree that neither party will unlawfully discriminate against any employee on the basis of age, sex, race, religion, creed, color, national origin, ancestry, marital status, physical handicap, or sexual orientation, and agree to take such action as necessary to assure that this purpose is achieved.
- B. Employees filing complaints of discrimination will be allowed assistance from UAPD staff and/or stewards for the purposes of preparation of a Complaint of Discrimination. Stewards will be allowed reasonable time off for this purpose without loss of compensation, subject to prior notification and approval by the steward's immediate supervisor.
- ~~B.~~ C. Alleged violations of this Section shall not be grievable under the grievance procedure contained in Article 6 of this Agreement. Complaints alleging discrimination shall be appealed through the State Personnel Board's Discrimination Complaint Procedure.

5.2 Reprisals

The State and UAPD shall not impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of the exercise of their rights guaranteed by the Ralph C. Dills Act or this Agreement.

5.3 No - Strike Clause

- A. During the term of this Agreement, neither UAPD nor its agents or any Bargaining Unit 16 employee, for any reason, will authorize, institute, aid, condone or engage in a work slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the State.
- B. UAPD agrees to notify all of its officers, stewards, representatives, agents, and staff of their obligation and responsibility for maintaining compliance with this Section, including the responsibility to remain at work during any interference which may be caused or initiated by others and to encourage employees violating this Section to return to work.

5.4 No Lockout

No lockout of Unit 16 employees shall be instituted by the State during the term of this Agreement.

ARTICLE 6 - GRIEVANCE AND ARBITRATION

6.1 Purpose

- A. This grievance procedure shall be used to process and resolve grievances arising under this Agreement and employment-related complaints.
- B. The purposes of this procedure are:
 - 1. To resolve grievances informally at the lowest possible level;
 - 2. To provide an orderly procedure for reviewing and resolving grievance and complaints promptly.

6.2 Definitions

- A. A grievance is a dispute of one or more employees, or a dispute between the State and UAPD, involving the interpretation, application, or enforcement of the express terms of this Agreement.
- B. A complaint is a dispute of one or more employees involving the application or interpretation of a written rule or policy not covered by this Agreement and not under the jurisdiction of the SPB. Complaints shall be processed as far as the department head or designee. If a timely answer to Step 3 is not sent, the UAPD may file a fourth step appeal.
- C. As used in this procedure, the term "immediate supervisor" means the individual identified by the department head.
- D. As used in this procedure, the term "party" means UAPD, and employee, or the State.
- E. A "UAPD representative" refers to an employee designated as a UAPD steward or a paid staff representative.

6.3 Time Limits

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure. However, with the mutual consent of the parties, the time limitation for any step may be extended.

6.4 Waiver Of Steps

The parties may mutually agree to waive any step of the grievance procedure. The parties may consolidate grievances at any level which address similar issues.

6.5 Presentation

At any step of the grievance procedure, the State representative may determine it desirable to hold a grievance conference. If a grievance conference is scheduled, the grievant, UAPD steward and mutually agreed upon witnesses may attend without loss of compensation. The grievant may have a reasonable amount of time to prepare for the

presentation. If an employee requested and was not provided a grievance conference at either the second or third level of the procedure, he will be provided a grievance conference at the fourth level if requested.

6.6 Informal Discussion

An employee grievance initially shall be discussed with the employee's immediate supervisor. Within seven (7) calendar days, the immediate supervisor shall give his/her decision or response.

6.7 Formal Grievance - Step 1

- A. If an informal grievance is not resolved to the satisfaction of the grievant, a formal grievance may be filed no later than:
 - 1. Twenty-one (21) calendar days after the event or discovery of the event occasioning the grievance; or
 - 2. Within fourteen (14) calendar days after receipt of the decision rendered in the informal grievance procedure.
- B. However, if the informal grievance procedure is not initiated within the period specified in Item (1) above, the period in which to bring the grievance shall not be extended by Item (2) above.
- C. A formal grievance shall be initiated in writing on a form provided by the State and shall be filed with a designated supervisor or manager identified by each department head as the first level of appeal.
- D. Within ~~fourteen (14)~~ 21 calendar days after receipt of the formal grievance, the person designated by the department head as the first level of appeal shall respond in writing to the grievance.
- E. No contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential.

6.8 Formal Grievance - Step 2

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within twenty-one (21) calendar days after receipt to a designated supervisor or manager identified by each department head as the second level of appeal. ~~If the department head or designee is the first level of appeal, the grievant may bypass Step 2.~~
- B. Within twenty-one (21) calendar days after receipt of the appealed grievance, the person designated by the department head as the second level of appeal shall respond in writing to the grievance.
- C. No contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential.

6.9 Formal Grievance - Step 3

- ~~A. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within twenty-one (21) calendar days after receipt~~

~~to a designated supervisor or manager identified by each department head as the third level of appeal. If the department head or designee is the second level of appeal, the grievant may bypass Step 3.~~

- ~~B. Within twenty-one (21) calendar days after receipt of the appealed grievance, the person designated by the department head as the third level of appeal shall respond in writing to the grievance.~~

~~6.10~~ 6.9 Formal Grievance - Step ⁴~~3~~

- A. If the grievant is not satisfied with the decision rendered at Step ~~3~~ 2, the grievant may appeal the decision within twenty-one (21) calendar days after receipt to the Director of the Department of Personnel Administration or designee.
- B. Within thirty (30) calendar days after receipt of the appealed grievance, the Director of the Department of Personnel Administration or designee shall respond in writing to the grievance.

6.11 Response

If the State fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step.

6.12 Formal Grievance - Step 5 4

- A. If the grievance is not resolved at Step ~~four~~ 3, within thirty (30) calendar days after receipt of the ~~fourth~~ third level response, UAPD shall have the right to submit the grievance to arbitration.
- B. Within seven (7) calendar days after the notice requesting arbitration has been served on the State, or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties shall, immediately and jointly, request the American Arbitration Association, State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service to submit to them a panel of five (5) arbitrators from which the State and UAPD shall alternately strike names until one name remains and this person shall be the arbitrator.
- C. ~~The arbitration hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.~~ The cost of arbitration shall be borne equally between the parties.
- D. An arbitrator may, upon request of UAPD and the State, issue his/her decision, opinion or award orally upon submission of the arbitration. Either party may request that the arbitrator put his/her decision, opinion, or award in writing and that a copy be provided.
- E. The arbitrator shall not have the power to add to, subtract from, or modify this Agreement. Only grievances as defined in Section 6.2a of this Article shall be subject to arbitration. In all arbitration cases, the award of the arbitrator shall be final and binding upon the parties.
- F. Arbitration awards for actions which affect classes of employees, which involve State funds, are to be prospectively enforced from the date of filing of the grievance.

Any claims for failure by the State to maintain the status quo or failure to fund newly negotiated agreements will not be covered by this provision.

Class is defined as all employees similarly situated as to the claims being made.

~~6.13 Health And Safety Grievance~~

6.13 moved to 13.XX.

ARTICLE 7 - HOURS OF WORK

7.1 Flexible Work Hours

Upon written request, a Unit 16 employee may be permitted a flexible work schedule (i.e., flextime, 4/10/40 or 9/8/80) as mutually agreed upon by the employee and the Department Head or designee as described in SECTION 7.6.

- A. Requests for flexible work schedules shall not be unreasonably denied.
- B. Any denial of requests made under A. above shall be provided in writing, within thirty (30) calendar days of the request.

7.2 Voluntary Reduced Worktime

A department head or designee may grant a permanent employee's request to work less than full-time, but no less than half-time. Employees shall receive a proportionate reduction in salary, retirement credits, sick leave accrual, vacation leave accrual, holiday pay, and seniority. Employees shall continue to receive the full State contribution to health and dental plans as provided in Article 11 of this Agreement.

7.3 Meal Periods

- A. Except for employees who are assigned to a straight eight (8) hour shift, full-time employees shall normally be allowed a meal period of not less than thirty (30) minutes nor more than sixty (60) minutes which shall be determined by the employee's supervisor. Meal periods shall not be counted as part of total hours worked.
- B. An arduous duty meal allowance of up to \$8.00 will only be provided when an employee is required to work two (2) consecutive hours prior to or two (2) consecutive hours after the regular work shift. To be eligible for an arduous meal allowance on a holiday or regular day off, employees must work the total number of hours of their regular work shift and work either two consecutive hours prior to or two consecutive hours after the start or end of their regular work shift.

7.4 Rest Periods

An employee may be granted a rest period on State time not to exceed fifteen (15) minutes during each four (4) hours of their work shift. A rest period normally shall not be granted during the first or last hour of the work shift. An employee shall not leave his or her assigned work area without permission from the supervisor. Rest periods may not be accumulated.

7.5 Rest Areas

Unit 16 employees shall be permitted to use existing break rooms or rest areas for rest periods if it does not involve a departmental additional cost; if it does not interfere with departmental business needs; if it does not involve areas restricted for health and safety reasons; or if it does not impact on patient health and safety. The departments shall

endeavor to retain existing break rooms or rest areas unless the space becomes necessary for the conduct of State business. Unit 16 employees may identify and request specific alternative locations which allow them to be removed from their daily routine.

7.6 Hours Of Work

- A. The parties recognize the professional nature of the work performed by the employees covered by this Agreement. While full time Unit 16 employees will be scheduled to work an average of forty (40) hours per week during 12 consecutive pay periods, the actual daily and weekly work schedule may vary due to time requirements of specific assignments. Workweeks and workdays of a different number of hours may be established by the State in order to meet the varying needs of the State. These average workweeks shall not include any hours of work performed while on Medical Officer of the Day (MOD) assignments as defined under Section 7.8(A) a or On-Call/Call Back Assignment as defined under Section 7.9(A)(1).
- B. For purposes of regular pay (salary), the work of Bargaining Unit 16 employees cannot be standardized in relation to a given period of time. As in the past, the State reserves the right to adequately assess the hours worked by Unit 16 employees. No time clock or time keeping device shall be implemented.
- C. State employees in Unit 16 are excluded from the FLSA and Unit 16 employees are assigned to work week group "SE" and are salaried, not hourly, workers. Consistent with the professional status of these employees, they are accountable for their work product, and for meeting the objectives of the agency for which they work.

Following is the State's policy for all Unit 16 employees in work week group "SE":

- 1. Management determines, consistent with the current MOU, the products, services, and standards which must be met by Unit 16 employees.
- 2. The salary paid to Unit 16 employees is full compensation for all hours worked with the exception of the assignment of MOD responsibilities and on-call responsibilities.
- 3. Unit 16 employees are not authorized to receive any form of overtime compensation, whether formal or informal.
- 4. Unit 16 employees are expected to work the hours necessary to accomplish their assignments or fulfill their responsibilities, and must respond to directions from management to complete work assignments by specific deadlines. Their workload will normally require 40 hours per week to accomplish. However, inherent in their job is the responsibility and expectation that work weeks of longer duration may be necessary.
- 5. Management can require Unit 16 employees to work specified hours. Subject to prior notification and management concurrence, Unit 16 employees have the flexibility to alter their daily and weekly work schedules. Unit 16 employees are responsible for keeping management apprised of their schedule and whereabouts and must receive prior approval from management for the use of formal leave (e.g., annual leave, vacation leave, personal leave) for absences of any duration.

6. Unit 16 employees shall not be charged paid leave nor docked for absences in less than whole-day increments. Less than full time employees shall be charged time proportionate to their scheduled hours of work. Record keeping for accounting, reimbursements or for documentation relative to other applicable statutes, such as the Family Medical Leave Act, is permitted.
7. When Unit 16 employees are disciplined, they may be subject to suspension in whole day increments (one day, two days, three days, etc.). They may also be subject to other types of discipline such as a temporary reduction in salary.
8. Any dispute pertaining to this policy may be appealed to the fourth step of the grievance and arbitration procedure in this contract. The decision at the fourth step is final and binding on all parties.

7.7 Schedule/Shift Changes

The State will provide no less than fifteen calendar days and will endeavor to provide Unit 16 employees with thirty (30) calendar days advance notice of permanent schedule or shift changes when the changes are made at other than the employee's request. The department head or designee will provide the employee with a reason for the change in writing, at the time the employee is notified of the change. Changes in schedules or shifts shall not be unreasonable.

7.8 Assignment And Payment Of Medical Officer Of The Day

- A. Medical Officer of the Day (MOD) assignment is defined as a work shift of eight (8) continuous hours or more which is performed in addition to the Unit 16 employees' regularly scheduled workweek. During a MOD assignment, the employees must be on the facility grounds. At Department discretion there may be a physician surgeon and psychiatric physician MOD on the same shift.
- B. Unit 16 employees shall be permitted to exchange MOD assignments with other qualified employees, performing the same type of duties within the same work location provided:
 1. The exchange occurs within the affected employees' regular pay period; and
 2. The employees shall follow the past practice in making a request to their supervisor(s) or designee normally at least 72 hours prior to the exchange; and
 3. The supervisor(s) or designee approves the exchange.
- C. The State and UAPD recognize the need for differing methods in administering the MOD function because of the variance in each facility's availability of staff and the types of client/patient population to be served. Therefore, upon request of UAPD, the State agrees to meet regarding individual facilities with hands-on-care responsibility to discuss a method to provide this service which will meet each facility's needs. Discussions may include:
 1. methods of scheduling MOD assignments;
 2. availability of State cars for on-grounds transportation; and
 3. availability of adequate quarters.

- D. Monthly MOD schedules shall be posted two (2) weeks prior to the first scheduled assignment.
- E. The State shall use qualified volunteers for MOD assignments before allowing 1) management employees to volunteer; 2) mandatory assignments; 3) contracting out for such assignments. A qualified volunteer must be a member of Bargaining Unit 16.

A rotational system for volunteering for MOD assignments shall be established at each facility utilizing MOD. The rotational system shall be established at each facility between UAPD and local management representatives.

- F. The State shall provide the employee assigned MOD duty an \$8.00 meal allowance, a \$6.00 meal ticket, or in DMH and DDS a facility-prepared meal. Employees not provided a meal ticket or meal may complete a form 262 identifying which dates and times they worked the MOD shift(s) for the meal allowance. The form 262 shall be submitted within 90 calendar days of the date of the MOD shift. DMH at CMF will be provided an \$8.00 meal allowance .
- G. Compensation for each MOD shift worked shall be in cash or MOD Time Off (MODTO), at the request of the employee and with the approval of the employer, based on the employee's straight time hourly rate. At no time shall an employee accrue in excess of sixty (60) hours of MODTO.
- H. Each quarter of the fiscal year, each department shall determine the feasibility of paying cash compensation for accrued MODTO. Cash buy out of MODTO shall ~~be~~ continue at the employee's hourly rate rate previously established at each facility. The UAPD and a facility may meet and discuss the application of this option at the facility.
- I. Upon ~~involuntary permanent~~ separation from State service an employee will be allowed to cash out ~~up to 48 hours of~~ accrued MODTO pursuant to current practice. ~~A Department at its discretion may cash out more than 48 hours under this provision.~~
- J. ~~MODTO, which was repurchased by employees in the Department of Corrections and the Department of Mental Health at CMF, shall not be subject to the provisions of Section H.~~

7.9 On-Call/Call Back Assignment

A. ON-CALL ASSIGNMENT

1. On-call assignment is defined as a work-shift of seven (7) consecutive days which is performed in addition to the Unit 16 employees' regularly scheduled workweek in which the Unit 16 employee is: (1) available by telephone or electronic paging device at all times; and (2) normally immediately available to return to the facility for any required medical support deemed necessary by the employee. ~~On-call assignment shall be in addition to the employee's normal work schedule.~~ If the State deems it necessary, the State shall issue a Unit 16 employee an electronic paging device during an on-call assignment.
2. Those employees completing an on-call assignment of seven (7) consecutive days shall receive eight (8) hours CTO or eight (8) hours compensation at management's discretion for each on-call assignment.

- ~~3. On-call assignments shall not be rescheduled to be less than seven (7) consecutive days solely to avoid payment under this Section.~~
4. Unit 16 employees who complete on-call assignments of less than seven (7) consecutive days shall receive pro-rata CTO or pro-rata pay.
5. On call assignments can apply to physicians, dentist and psychiatrists. At Department discretion there may be a physician surgeon and psychiatric POC on the same shift.
6. Commencing with this agreement, employees may accrue up to 480 of CTO. All hours in excess of 480 shall be compensated in cash.

B. CALL BACK ASSIGNMENT

1. ~~In participating departments,~~ Unit 16 employees who are required to return to the institution for a work shift in addition to the Unit 16 employees' regularly scheduled workweek shall receive hour for hour credit (CTO) with four (4) hours guaranteed. In addition to the hour for hour credit, and four (4) hours guaranteed, Unit 16 employees shall be compensated for one (1) hour (CTO) for travel time. If funds are available for cash compensation, the State may choose cash instead of CTO. It is at the State's discretion whether cash is paid or CTO is accumulated. Returns to the institution shall be documented ~~in the patient chart. Failure to document will be grounds for denial of payment.~~
2. Unit 16 employees called back to an institution, under the provisions of 7.9A above, and who then leave and are called back again within the same four (4) hour period, shall only be compensated for additional hours worked beyond the four (4) hour call back guarantee.
3. Unit 16 employees who are on call on a holiday shall receive eight (8) hours CTO or equal compensation at management's discretion.

C. ON-CALL/CALL BACK CDCR AND CYA ROUNDS

On-Call/Call Back for required rounds within the Correctional Treatment Centers will be implemented as follows:

1. In the Department of Corrections and ~~Rehabilitation the Department of Youth Authority,~~ Unit 16 employees who are to return to the institution to conduct required rounds shall be compensated pursuant to paragraph B of this section. ~~receive hour for hour credit (CTO) with four (4) hours guaranteed. Unit 16 employees shall be compensated for one (1) hour (CTO) for travel time. If funds are available for cash instead of CTO, the State (CDC/CYA) may choose cash instead of CTO. It is the State's discretion whether cash is paid or CTO is accumulated. Returns to the institution shall be documented in the patient chart.~~
2. It is recognized that the State (CDCR/CYA) shall set a two-hour window in which Unit 16 employees shall make rounds. The four (4) hour guarantee shall start at the beginning of the two-hour window. Unit 16 employees shall have the discretion of when they will make the rounds during the window period; however, the employee shall notify the on-duty nursing staff of their anticipated arrival time.

3. Unit 16 employees who have returned to the institution to make rounds are also required to see any patients not housed within the CTC which require medical support.
 4. Unit 16 employees who have made rounds and who then leave and are called back again within the same four (4) hour period, shall only be compensated for additional hours worked beyond the four (4) hour guarantee.
- D. Upon employee request and supervisory approval, following an arduous on-call/call-back the Department will attempt to grant the request for time off in taking into account operational needs. If granted, the employee must use leave credits.
- ~~D.~~ E. Each Department with twenty four (24) hour patient responsibilities that makes "on call" assignments to Unit 16 employees will, upon request, meet at the local level, with a UAPD representative(s) to establish a reserved parking space for use by the assigned Unit 16 employee who is "called back" to the facility under this section.
- F. The parties agree to establish a statewide join labor-management committee to explore specific issues relating to on-call/call back. The committee shall be established according to the following guidelines:
1. The committee will consist of equal numbers of management representatives selected by the Department of Personnel Administration and Union representatives selected by the Union.
 2. Committee recommendations, if any, will be advisory in nature.
 3. Labor/Management Committee meetings shall not be considered contract negotiations and shall not be considered a substitute for the grievance procedure.
 4. Employees who participate on this committee will suffer no loss in compensation for attending meetings.

7.10 Job-Sharing

Job sharing will be reasonably considered.

7.11 Release Time For SPB Hearings

Upon two working days advance notice, the State shall provide reasonable time off without loss of compensation for a reasonable number of employees to attend hearings conducted by the California State Personnel Board during the employee's normal work hours provided that the employee is either: (1) a party to the hearing proceedings, e.g., an appellant, or (2) is specifically affected by the results of the hearing and has been scheduled to appear or testify by the State Personnel Board.

7.12 Telecommute

Upon written request, a Unit 16 employee may be permitted to participate in the telecommute program in those work locations where Unit 16 doctors are not responsible for hands on patient care. Each participating department will be responsible for

managing, operating, and adopting a telecommuting policy as established by the Department of General Services.

7.13 Work Hours - Inmate Work Incentive Program

- ~~A. The normal work schedule for physicians and dentists shall be an average of forty (40) hours per week during twelve (12) consecutive pay periods.~~
- ~~B. The Department will consider the use of 4/10/40 and other flexible work hours. Maximum consideration will be given to both individual and collective employee requests pertaining to weekend and/or night work schedules. Such requests shall not be unreasonably denied. If the Department is unable to accommodate his/her request, the employee(s) will be informed in writing within two (2) workdays after receipt of the request. The response will contain the reasons for the denial. However, management retains the right to establish work schedules based on operational needs of the individual institutions.~~
- ~~C. UAPD recognizes that any Medical Manager/Supervisor (includes Psychiatric Services) or his/her designee approves and schedules all inmate appointments for medical or dental services, in accordance with applicable laws or departmental regulations.~~

7.16 Additional Appointments

- A. The State may permit the appointment of eligible permanent full-time BU 16 employees for additional appointments to fill advertised vacancies; or when management determines additional workload needs. Employees will document the actual hours work pursuant to Section 7.6 (C) (6) and compensated at their regular hourly rate.
- B. Employees holding a position in addition to other full-time employment with the State shall not receive credits (such as, leave credits, State service) or benefits (such as health or retirement) for service in the additional position pursuant to the applicable government code sections and regulations.

ARTICLE 8 – HOLIDAYS

8.1 Holidays

- A. All full-time and part time employees shall be entitled to such observed holidays with pay as provided below, in addition to any official State holidays declared by the Governor.
- B. Observed holidays shall include January 1, the third Monday in January, February 12, the third Monday in February, March 31, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, Thanksgiving Day, the day after Thanksgiving and December 25. The holidays are observed on the actual day they occur with the following exceptions:
 - 1. When November 11 falls on a Saturday, full-time and part-time employees shall be entitled to the preceding Friday as a holiday with pay.
 - 2. When a holiday falls on Sunday, full-time and part-time employees shall be entitled to the following Monday as a holiday with pay.
 - 3. For those employees who work schedules other than Monday through Friday, those holidays listed in Subsection B. above shall be observed on the day on which the holiday occurs. An employee shall receive compensation for only the observed or actual holiday, not both. If the employee is required to work on the observed holiday, the employee shall be compensated in accordance with paragraph G below.
- C. Full-time and part-time employees, upon completion of six (6) months of their initial probationary period in State service, shall be entitled to one (1) personal holiday per fiscal year. The personal holiday shall be credited to each full-time and part-time employee on the first day of July.
- D. The department head or designee may require five (5) days advance notice before a personal holiday is taken and may deny use subject to operational needs. When an employee is denied use of a personal holiday, the department head or designee may allow the employee to reschedule the personal holiday; or shall, at the department's discretion allow the employee to either carry the personal holiday to the next fiscal year or, cash out the personal holiday on a straight time (hour for hour) basis.
- E. The department head or designee shall make a reasonable effort to grant employees use of personal holiday on the day of their desire subject to operational need.
- F. When an observed holiday falls on an employee's regularly scheduled day off, ~~full-time~~ employees shall accrue up to eight (8) hours of holiday credit per said holiday in accordance with Section 8.1H. An employee shall receive compensation for only the observed or actual holiday, not both.
- G. ~~Work Week Group E or SE Employees:~~ When a permanent full-time employee is required to work on an observed holiday the employee shall receive eight hours of holiday credit and one hour Administrative Time Off (ATO) for every two hours worked. Employees assigned to work pursuant to Article 7, Section 7.8 of this MOU shall only be compensated under the provisions of that Section.
- H. Part time employees shall receive holidays in accordance with the following:

CHART FOR COMPUTING VACATION, SICK LEAVE, AND HOLIDAY

CREDITS FOR ALL FRACTIONAL TIME BASE EMPLOYEES

~~SUPERCEDES ACCRUAL RATES IN MANAGEMENT MEMORANDUM 84-20-1~~

A part time employee can only earn up to a maximum of eight (8) hours holiday credit per holiday, regardless of the number of positions the employee holds within State service

TIME BASE	HOURS OF MONTHLY VACATION CREDIT PER VACATION GROUP								HOURS OF MONTHLY SICK LEAVE AND HOLIDAY CREDIT
		7	10	11	12	13	14	15	SL/HOL 8
1/5		1.40	2.00	2.20	2.40	2.60	2.80	3.00	1.60
2/5		2.80	4.00	4.40	4.80	5.20	5.60	6.00	3.20
3/5		4.20	6.00	6.60	7.20	7.80	8.40	9.00	4.80
4/5		5.60	8.00	8.80	9.60	10.40	11.20	12.00	6.40
1/8		0.88	1.25	1.38	1.50	1.63	1.75	1.88	1.00
1/4		1.75	2.50	2.75	3.00	3.25	3.50	3.75	2.00
3/8		2.63	3.75	4.13	4.50	4.88	5.25	5.63	3.00
1/2		3.50	5.00	5.50	6.00	6.50	7.00	7.50	4.00
5/8		4.38	6.25	6.88	7.50	8.13	8.75	9.38	5.00
3/4		5.25	7.50	8.25	9.00	9.75	10.50	11.25	6.00
7/8		6.13	8.75	9.63	10.50	11.38	12.25	13.13	7.00
1/10		0.70	1.00	1.10	1.20	1.30	1.40	1.50	0.80
3/10		2.10	3.00	3.30	3.60	3.90	4.20	4.50	2.40
7/10		4.90	7.00	7.70	8.40	9.10	9.80	10.50	5.60
9/10		6.30	9.00	9.90	10.80	11.70	12.60	13.50	7.20

- I. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of a holiday, shall be considered as time worked by the employee.
- J. An employee shall be allowed to carry over unused holiday credits or be paid for the unused holiday credits, at the discretion of the department head or designee.
- K. Upon termination from State employment, an employee shall be paid for unused holiday credit.
- L. In the event that traditional, but unofficial holidays (e.g., Mother's Day, Father's Day), or religious holidays (e.g., Easter or Yom Kippur) fall on an employee's scheduled workday, the employee shall have the option to request the use of annual leave, accrued vacation, holiday credits, personal leave or CTO time, in order to secure the day off. The department head or designee shall make a reasonable effort to grant an employee the day off subject to operational need.

8.2 Holiday Credit

- ~~A. Full time Unit 16 employees required to work on a holiday, shall receive eight (8) hours of holiday credit.~~
- ~~B. Employees (full-time, part-time, and alternate work schedule) shall receive holiday credit in accordance with Section 8.1 H when their regular day off falls on a holiday.~~

ARTICLE 9 LEAVES

9.1 Vacation Leave

- A. Employees shall not be entitled to vacation leave credit for the first six (6) months of service. On the first day of the monthly pay period following completion of six (6) qualifying monthly pay periods of continuous service, all full-time employees covered by this Section shall receive a one-time vacation bonus of 42 hours of vacation credit. Thereafter, for each additional qualifying monthly pay period, the employee shall be allowed credit for vacation with pay on the first day of the following monthly pay period as follows:

7 months to 3 years	7 hours per month
37 months to 10 years	10 hours per month
121 months to 15 years	12 hours per month
181 months to 20 years	13 hours per month
241 months and over	14 hours per month

1. An employee who returns to State service after an absence of six (6) months or longer, caused by a permanent separation, shall receive a one-time vacation bonus on the first monthly pay period following completion of six (6) qualifying pay periods of continuous service in accordance with the employee's total State service before and after the absence.
- B. An employee who has eleven (11) or more working days of service in a monthly pay period shall receive vacation leave credit set forth in Item a above for that pay period, except that temporary or permanent separations for more than eleven (11) consecutive work days which fall into two (2) consecutive qualifying pay periods shall disqualify the second pay period.
- C. Employees working less than full-time accrue vacation in accordance with the existing DPA rules and the chart in Section 8.1.
- D. If an employee does not use all of the vacation that the employee has accrued in a calendar year, the employee may carry over accrued vacation credits to the following calendar year to a maximum of 640 hours. A department head or designee may permit an employee to carry over more than 640 hours of accrued vacation leave hours if an employee was unable to reduce accrued hours because the employee: (1) was required to work as a result of fire, flood, or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; (4) was prevented by department regulations from taking vacation until December 31 because of sick leave; (5) was on jury duty; or (6) was prevented by the department head or designee from utilizing accrued vacation.
- E. Upon termination from State employment, the employee shall be paid for accrued vacation credits for all accrued vacation time.
- F. The time when vacations shall be taken by the employee shall be determined by the department head or designee. If an employee's vacation accumulation will exceed the vacation cap in Article 9 at any time during a calendar year, the department head

or designee has the right to order the employee to take vacation during the calendar year. An employee shall be allowed to carry over more than 640 hours of accumulated vacation at the end of a calendar year if the employee has approved scheduled vacation which will reduce the employee's accumulation to less than 640 hours. Otherwise the department head or designee may order the employee to take vacation to reduce the number of carry over hours below 640.

- G. Vacation requests must be submitted in accordance with departmental policies on this subject. However, when two or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same vacation time and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation period in order of seniority (defined as total months of State service in the same manner as vacation is accumulated). When two or more employees have the same amount of State service, department seniority will be used to break the tie.
- H. Each department head or designee will make every effort to act on vacation requests in a timely manner.
- I. Vacations will be cancelled only when operational needs require it.

9.2 Sick Leave

A. Definition:

As used in this Section, "sick leave" means the necessary absence from duty of an employee because of:

1. Illness or injury, including illness or injury relating to pregnancy;
2. Exposure to a contagious disease which is determined by a physician to require absence from work;
3. Dental, eye, and other physical or medical examination or treatment by a licensed practitioner;
4. Attendance upon the employee's ill or injured mother, father, husband, wife, son, daughter, brother, sister, or any person residing in the immediate household. Such absence shall be limited by the department head or designee to the time reasonably required for such care.

B. Credit for full-time Employment:

On the first day of the monthly pay period following completion of each qualifying pay period of service, each full-time employee in State civil service shall earn eight (8) hours of credit for sick leave with pay. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn full sick leave credit. Absences from state service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days which fall into two (2) consecutive qualifying pay periods shall disqualify the second pay period.

C. Credit for Less Than full-time Employment:

1. Intermittent Employees. On the first day of the monthly pay period following completion of each period of 160 hours or 20 days of paid employment, each intermittent employee in the State civil service shall be allowed one (1) day of credit for sick leave with pay. The hours or days worked in excess of 160 hours or 20 days in a monthly pay period shall not be counted or accumulated.
2. Part-time Employees. On the first day of the monthly pay period following completion of each monthly pay period of continuous service, each part-time employee in the State civil service shall be allowed, on a pro rata basis, the fractional part of one day of credit for sick leave with pay. (Reference chart in 8.1)
3. Multiple Positions. Under this rule:
 - a. An employee holding a position in addition to other full-time employment with the State shall not receive credit for sick leave with pay for service in the additional position.
 - b. Where an employee holds two or more less than full-time positions, the time worked in each position shall be combined for purposes of computing credits for sick leave with pay, but such credits shall not exceed full-time employment credit.

D. Sick Leave Usage:

The department head or designee shall approve sick leave only after having ascertained that the absence is for an authorized reason. In cases where an absence is in excess of two (2) consecutive working days, where a pattern of excessive or abusive sick leave usage is observed, or where the State reasonably believes that sick leave has been requested for reasons other than defined in this Section, the employee's supervisor may require substantiating evidence, including, but not limited to, a physician's certificate.

If the appointing power does not consider the evidence adequate, the request for sick leave shall be disapproved.

E. Sick Leave Accrual:

Unused sick leave shall accrue without limit.

9.3 Bereavement Leave

- A. A department head or designee shall authorize bereavement leave with pay for a permanent or probationary full-time State employees due to the death of their parent, stepparent, spouse, child, stepchild, or death of any person residing in the immediate

household of the employee at the time of death. An intervening period of absence for medical reasons shall not be disqualifying when, immediately prior to the absence, the person resided in the household of the employee. Such bereavement leave shall be authorized for up to three eight-hour days (24 hours) per occurrence. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request upon the employee's return to work.

- B. A department head or designee shall authorize bereavement leave with pay for a permanent full-time or probationary full-time employee due to the death of grandchild, grandparent, brother, sister, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, or brother-in-law. Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) in a fiscal year. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request.
- C. If the death of a person as described above requires the employee to travel over 400 miles one way from his/her home, additional time off with pay shall be granted for two (2) additional days which shall be deducted from accrued sick leave. Should additional leave be necessary, the department head or designee may authorize the use of other existing leave credits or authorized leave without pay.
- D. Employees may utilize their annual leave, vacation, CTO, or any other earned leave credits for additional time required in excess of time allowed in A or B above. Sick leave may be utilized for Bereavement Leave in accordance with the Sick Leave provision of this agreement.
- E. Fractional time base (part-time) employees will be eligible for bereavement leave on pro rata basis, based on the employees' fractional time base.

9.4 Military Leave

An employee shall be entitled to any military leave provided by Government Code Section 19775 and shall retain all rights and privileges granted by law arising out of the exercise of military leave. Disagreements under this Section shall be handled under the complaints provision of the grievance procedure of this Agreement.

9.5 Jury Duty

- A. An employee shall be allowed such time off with pay as is required in connection with mandatory jury duty; provided, however, that payment shall be made for such time off only upon remittance to the State of full jury fees.
- B. An employee shall notify his/her supervisor immediately upon receiving notice of jury duty.
- C. If an employee uses accrued vacation leave or compensating time off while on jury duty, the employee is not required to remit jury fees.
- D. For purposes of this Section, jury fees means fees received for jury duty excluding payment for mileage, parking, meals, or other out-of-pocket expenses.

9.6 Unpaid Leaves Of Absence

- A. A department head or designee may grant an unpaid leave of absence for a period not to exceed one (1) year. The employee shall provide substantiation to support the employee's request for an unpaid leave of absence.
- B. Except as otherwise provided in Subsection C below, an unpaid leave of absence shall not be granted to any employee who is accepting some other position in State employment; or who is leaving State employment to enter other outside employment; or does not intend to, nor can reasonably be expected to, return to State employment on or before the expiration of the unpaid leave of absence. A leave so granted shall assure an employee the right to return to his/her former position upon termination of the leave. The term "former position" is defined in Government Code Section 18522.
- C. An unpaid leave of absence may be granted for, but not limited to, the following reasons:
 - 1. Union activity;
 - 2. For temporary incapacity due to illness or injury;
 - 3. To be loaned to another governmental agency for performance of a specific assignment;
 - 4. To seek or accept other employment during a layoff situation or otherwise lessen the impact of an impending layoff;
 - 5. Education;
 - 6. Research project.

- D. Extensions of an unpaid leave of absence may be requested by the employee and may be granted by the department head or designee.
- E. A leave of absence shall be terminated by the department head or designee: (1) at the expiration of the leave; or (2) prior to the expiration date with written notice at least fifteen (15) workdays prior to the effective date of the revocation. An unpaid leave of absence may be terminated by the employee with the approval of the department head or designee.
- F. Educational Leave:

Upon written request, the State may grant up to a one-year non-paid educational leave to a permanent full-time Unit 16 employee. Educational leave shall be for the purpose of attending school, college, or to enter training to meet continuing education requirements for license, obtain a certificate in a specialized area of practice, or improve the quality of the employee's skills. If requested, the employee shall submit substantiation for their request. An education leave shall be terminated by the department head or designee: (1) at the expiration of the leave; or (2) prior to the expiration date with written notice at least fifteen (15) workdays prior to the effective date of the revocation. If the termination of an education leave by the department head or designee causes undue hardship on the employee, the employee may request a reasonable extension of the termination date not to exceed sixty (60) days which will not be unreasonably denied. An education leave may be terminated by the employee with the approval of the department head or designee.

9.7 Training Leave

A. Mandatory Training

Mandatory Training is training required by the department. The State shall reimburse Unit 16 employees for expenses incurred as a result of satisfactorily completing training or continuing education courses required by the department for performance in their current job. The department shall authorize time without loss of compensation for mandatory training.

B. Professionally related Training

Professionally related training is training designed to increase an employee's job proficiency, and is not otherwise required by the department under mandatory training. The department may authorize time without loss of compensation to attend in-state and/or out-of-state professionally related training. Time for such training under this Article will not be denied without a work-related reason. Time off for attending courses off-site will be confined to the time necessary to be away from the work site and the employee shall return to work upon completion of the course, unless time off has been approved under this section.

C. Continuing Medical Education Leave

Maintenance of required licensure is the responsibility of the employee. For courses directly related to maintaining licensure, the State shall provide each Unit 16 employee up to seven (7) days per fiscal year of Continuing Medical Education (CME) leave and reasonable travel time. Continuing Medical Education (CME) is defined as including continuing Dental and continuing Podiatric Education.

1. The time used for CME leave, regardless of location, shall be considered the same as other paid leave, (i.e. Vacation, Annual Leave). CME leave shall not

be subject to any other leave cash-out provisions nor shall CME leave be cashed-out at separation or retirement. CME leave shall be carried over to the next fiscal year if the employee is denied the opportunity to use his/her CME leave during the fiscal year. Employees must request to use CME leave for it to be considered denied. No more than one year CME leave maybe carried over to the next year and total CME leave carry over may not exceed 14 days at any time. Employees attending training in order to meet licensure requirements under this Article shall be considered to be on approved CME leave. The department or designee shall approve or deny request for CME leave within thirty (30) workdays.

2. The State, will approve employee requests for actual cost, but not to exceed \$1000 ~~\$500~~ for tuition and/or registration fees, cost of course related books, and training materials, transportation or mileage expenses, toll and parking fees, lodging and subsistence expenses, and all other related expenses for courses directly related to maintaining licensure. Request for out-of-state travel reimbursement may be approved in accordance with 9.7 D. below. Employees working less than full-time shall be entitled to a pro-rated amount of the \$1000 ~~\$500~~. In the Department of Social Services, compliance with Social Security Administration Program Operation Manual System Section No. DI 39521.410 is required.
3. BU 16 members in the Department of Health Services (DHS) and the Department of Social Services (DSS) shall be allowed to establish separate in-house CME programs in each department. No DSS time or resources are to be used to develop, implement or maintain the CME program. The resultant CME programs will be used as part of the fifty six (56) hours and \$1000 ~~five hundred (\$500)~~ dollar reimbursable expenses of CME for physicians, dentists and podiatrists. The programs will be cost neutral for DSS (no cost) and DHS (no additional cost).

DSS will provide meeting facilities for the DSS CME programs in accordance with standardized departmental procedures. Participation by BU 16 members is voluntary. In house education programs already in place are not affected by the above CME programs.

- D. The State may approve out-of-state travel expenses and per-diem for professionally related training, including CME, under this Article. When employees seek travel reimbursement for out-of-state travel expenses, authorization must be obtained in advance.

Pursuant to Government Code Section 3522, All out-of-state travel claims or expenses for CME must be approved by the Department Director and/or designee pursuant to Government Code Sections 11032 and 11033.

- E. Approval for reimbursable out-service training may be denied if the same or similar accredited training is available through in-service training or if the maximum allowable rates are exceeded.
- ~~F. Unit 16 employees at the Department of Corrections may request reimbursement for tuition and/or registration fees, cost of course-related books, and training materials, transportation or mileage expenses, toll and parking fees, lodging and subsistence expenses, and all other related expenses for training authorized under Article 9.7 C. Such request shall be approved by Corrections for actual cost but not to exceed~~

~~\$700. Employees of the Department of Mental Health working at a correctional facility are included in this provision.~~

9.8 Catastrophic Leave

Upon request of an employee and upon approval of a department director or designee, annual leave, CTO, MODTO, vacation, and/or holiday leave credits may be transferred from one or more employees to another employee, in accordance with departmental policies and under certain conditions listed below. Sick leave credits cannot be transferred under this provision.

- A. When the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's spouse or child.
- B. The receiving employee has exhausted all leave credits.
- C. The donations must be a minimum of eight (8) hours and in whole-hour increments and credited as vacation or annual leave.
- D. Transfer of annual leave, vacation, CTO, MODTO and holiday credits shall be allowed across departmental lines in accordance with the policies of the receiving department.
- E. The total leave credits received by the employee shall normally not exceed three months; however, if approved by the appointing authority, the total leave credits received may be six months.
- F. Donations shall be made on a form to be developed by the State and signed by the donating employee and verified by the donating department. These donations are irrevocable.
- G. This section is not subject to the grievance and arbitration article of this Contract.

9.9 Annual Leave Program

- A. Employees may elect to enroll in the annual leave program to receive annual leave credit in lieu of vacation and sick leave credits. Employees enrolled in the annual leave program may elect to enroll in the vacation and sick leave program at any time except that once an employee elects to enroll in either the annual leave program or vacation and sick leave program, the employee may not elect to enroll in the other program until 24 months has elapsed from date of enrollment.
- B. Each full-time employee shall receive credit for annual leave in lieu of the vacation and sick leave credits of this agreement in accordance with the following schedule:

1 month to 3 years	11 hours per month
37 months to 10 years	14 hours per month
121 months to 15 years	16 hours per month
181 months to 20 years	17 hours per month
241 months and over	18 hours per month

Part-time and hourly employees shall accrue proportional annual leave credits in accordance with the applicable DPA rules and the chart in Article 8.1. Employees shall have the continued use of any sick leave accrued as of the effective date of this Agreement, in accordance with applicable laws, rules or memorandum of understanding.

All provisions necessary for the administration of this Section shall be provided by DPA rule or memorandum of understanding.

- C. A full-time employee who has 11 or more working days of service in a monthly pay period shall earn annual leave credits as set forth in DPA Rules 599.608 and 599.609.

Absences from State service resulting from a temporary or permanent separation for more than 11 consecutive days which fall into two consecutive qualifying pay periods shall disqualify the second pay period.

- D. Employees who work in multiple positions may participate in annual leave provided an election is made while employed in an eligible position subject to these provisions. Annual leave accrual for employees in multiple positions will be computed by combining all positions, as in vacation leave, provided the results does not exceed the amount earnable in full-time employment, and the rate of accrual shall be determined by the schedule which applies to the position or collective bargaining status under which the election was made.
- E. If an employee does not use all of the annual leave that the employee has accrued in a calendar year, the employee may carry over accrued annual leave credits to the following calendar year to a maximum of 640 hours. A department head or designee may permit an employee to carry over more than 640 hours of accrued hours because the employee:
 - 1. was required to work as a result of fire, flood, or other extensive emergency;
 - 2. was assigned work of a priority or critical nature over an extended period of time;
 - 3. was absent on full salary for compensable injury;
 - 4. was prevented by ~~department regulations~~ from taking annual leave until December 31 because of sick leave; or
 - 5. was on jury duty.
- F. Upon termination from State employment, the employee shall be paid for accrued annual leave credits for all accrued annual leave time.
- G. The time when annual leave shall be taken by the employee shall be determined by the department head or designee. If on January 1 of each year an employee's annual leave bank exceeds the cap in Subsection e., the department may order the employee to take annual leave.

- H. Annual leave request must be submitted in accordance with departmental policies on this subject. However, when two or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same annual leave time and approval cannot be given to all employees requesting it, employees shall be granted their preferred annual leave period in order of State seniority
- I. Each department head or designee will make every effort to act on annual leave requests in a timely manner.
- J. Annual leave that is used for purposes of sick leave is subject to the requirements set forth in section 9.2 Sick Leave, of this Agreement.
- K. The enhanced non-industrial disability insurance (ENDI) in Section 9.10 applies only to those in the annual leave program described above in this Section.
- L. Employees who are currently subject to vacation and sick leave provisions may elect to enroll in the annual leave program at any time after 24 months has elapsed from date of last enrollment. The effective date of the election shall be the first day of the pay period in which the election is received by the appointing power. Once enrolled in annual leave, an employee shall become entitled to an enhanced NDI benefit (50 percent of gross salary). At the time of an NDI claim, an employee may elect either the 50% NDI benefit rate or a supplementation level of 75% or 100% at gross pay. Once a claim for NDI has been filed and the employee has determined the rate of supplementation, the supplemental rate shall be maintained throughout the disability period.

9.10 Enhanced Non-Industrial Disability Insurance - Annual Leave

- A. This ENDI provision is only applicable to employees participating in the annual leave program referenced in section 9.9 above.
- B. Enhanced Non-Industrial Disability Insurance (ENDI) is a program for State employees who become disabled due to nonwork-related disabilities as defined by Section 2626 of the Unemployment Insurance Code.
- C. For periods of disability commencing on or after January 1, 1989, eligible employees shall receive ENDI payments at 50% of their gross salary, payable monthly for a period not exceeding 26 weeks for any one disability benefit period. Employees are not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to their regular time base, and worked for at least ten (10) consecutive workdays. Paid leave shall not be used to cover the ten (10) workdays. Disability payments may be supplemented with annual leave, sick leave or partial payment to provide for up to 100% income replacement. At the time of an ENDI claim, an employee may elect either the 50% ENDI benefit rate or a supplementation level of 75% or 100% at gross pay. Once a claim for ENDI has been filed and the employee has determined the rate of supplementation, the supplemental rate shall be maintained throughout the disability period.
- D. The employee shall serve a seven (7) consecutive calendar day waiting period before ENDI payments commence for each disability. Accrued paid leave or CTO leave balances may be used to cover this waiting period. The waiting period may be waived commencing with the first full day of confinement in a hospital, nursing home,

or emergency clinic for at least one full day. A full day is defined as a 24-hour period starting at midnight.

- E. If the employee elects to use annual leave or sick leave credits prior to receiving ENDI payments, he or she is not required to exhaust the accrued leave balance.
- F. Following the start of ENDI payments an employee may at any time switch from ENDI to sick leave or annual leave but may not return to ENDI until that leave is exhausted.
- G. In accordance with the State's "return to work" policy, an employee who is eligible to receive ENDI benefits and who is medically certified as unable to return to their full-time work during the period of his or her disability, may upon the discretion of his or her appointing power, work those hours (in hour increments) which when combined with the ENDI benefit will not exceed 100% of their regular "full pay". This does not qualify the employee for a new disability period under C. of this article. The appointing power may require an employee to submit to a medical examination by a physician or physicians designated by the Director of the Employment Development Department for the purpose of evaluating the capacity of the employee to perform the work of his or her position.
- H. If an employee refuses to return to work in a position offered by the employer under the State's Injured State Worker Assistance Program, ENDI benefits will be terminated effective the date of the offer.
- I. Where employment is intermittent or irregular, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the 18 monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for ENDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.
- J. All other applicable Department of Personnel Administration laws and regulations not superseded by these provisions will remain in effect.
- K. Upon approval of ENDI benefits, the State may issue an employee a salary advance if the employee so requests.
- L. All appeals of an employee's denial of ENDI benefits shall only follow the procedures in the Unemployment Insurance Code and Title 22. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to an individual's denial of benefits.
- M. Employees who become covered in the annual leave program while on an ENDI claim shall continue to receive ENDI pay at the old rate for the duration of the claim.
- N. Employees who do not elect the annual leave program will receive ENDI benefits in accordance with the current program in section 9.19 and such benefits are limited to \$135.00 per week.

9.11 Parental Leave

- A. A female permanent employee shall be entitled, upon request, to an unpaid leave of absence for purposes of pregnancy, childbirth, recovery therefrom or care for the

newborn child for a period not to exceed one (1) year. The employee shall provide medical substantiation to support her request for pregnancy leave. The request must include the beginning and ending dates of the leave and must be requested no later than thirty (30) calendar days after the birth of the child. Any changes to the leave, once approved, are permissive and subject to the approval of the department head or designee.

- B. A male spouse or male parent, domestic partner that has been defined and certified with the Secretary of State's office in accordance Family Code Section 297, who is a permanent employee, shall be entitled, upon request, to an unpaid leave of absence for a period not to exceed one (1) year to care for his newborn child. The employee shall provide medical substantiation to support his request for parental leave. The request must include the beginning and ending dates of the leave and must be requested no later than thirty (30) calendar days after the birth of the child. Any changes to the leave, once approved, are permissive and subject to the approval of the department of the department head or designee.
- C. If the request for parental leave is made more than thirty (30) calendar days after the birth of the child, a permissive unpaid leave of absence may be considered by the department head or designee.
- D. During the period of time employees are on parental leave, they shall be allowed to continue their health, dental, and vision benefits. The cost of these benefits shall be paid by the employee and the rate that the employee will pay will be the group rate.

9.12 Adoption Leave

- A. A department head or designee shall grant a permanent employee's request for an unpaid leave of absence for the adoption of a child for a period not to exceed ~~six~~ 12 months ~~and may, upon request, grant up to an additional six months.~~ The employee shall provide substantiation to support the employee's request for adoption leave.
- B. During the period of time employees are on adoption leave, they shall be allowed to continue their health, and dental and vision benefits. The cost of these benefits shall be paid by the employee and the rate that the employee will pay will be the group rate.

9.13 Catastrophic Leave - Natural Disaster

Upon request of an employee and upon approval of a department director or designee, leave credits (annual leave, CTO, MODTO, vacation, and/or holiday) may be transferred from one or more employees to another employee, in accordance with departmental policies, under the following conditions:

1. Sick leave credits cannot be transferred.
2. When the receiving employee faces financial hardship due to the effect of the natural disaster on the employee's principal residence.
3. The receiving employee has exhausted all leave credits.
4. The donations must be a minimum of eight (8) hours and in whole-hour increments thereafter and credited as vacation or annual leave.

5. Transfer of annual leave, vacation, CTO, MODTO and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department.
6. The total leave credits received by the employee shall not exceed three months; however, if approved by the appointing authority, the total leave credits received may be six months.
7. Donations shall be made on a form to be developed by the State, signed by the donating employee and verified by the donating department. These donations are irrevocable.
8. This section is not subject to the grievance and arbitration article of this Contract.

9.14 Personal Leave

- A. Personal Leave shall be requested and used by the employee in the same manner as vacation or annual leave. Requests to use Personal Leave must be submitted in accordance with Section 9.1, Vacation Leave or Section 9.9, Annual Leave ~~departmental policies on vacation or annual leave.~~
- B. At the discretion of the State, all or a portion of unused Personal Leave credits may be cashed out at the employee's salary rate at the time the Personal Leave payment is made. It is understood by both parties that the application of this cash out provision may differ from department to department and from employee to employee. Upon termination from State employment, the employee shall be paid for unused Personal Leave credits in the same manner as vacation or annual leave. Cash out or lump sum payment for any Personal Leave credits shall not be considered as "compensation" for purposes of retirement.
- C. If any dispute arises about this Personal Leave section, an employee may file a grievance and the decision reached at Step 4 (DPA) of the grievance procedure shall be final and not subject to the arbitration clause of this Agreement.

9.15 Enhanced Industrial Disability Leave (EIDL)

- A. Employees who lose the ability to work as the result of an injury incurred in the official performance of their duties may be eligible for a financial augmentation to the existing Industrial Disability Leave Benefits. Such injury must have been directly and specifically caused by an assault or in the restraining of an assaultive patient/client/inmate, except that the Department Director may waive these preceding restrictions. An employee who is determined to be eligible for EIDL shall receive EIDL benefits from the first full day of absence.
- ~~B. The EIDL benefit will be equivalent to the injured employee's net take home salary on the date of occurrence of the injury. EIDL eligibility and benefits may continue for no longer than one year after the date of initial absence as a result of such injury. For the purposes of this Section, "net salary" is defined as the amount of salary earned after deduction of Federal income tax, State income tax, employee's retirement contribution and OASDI. The EIDL benefit will continue to be subject to miscellaneous payroll deductions.~~

- ~~G.~~ B. EIDL will apply only to serious physical injuries and any complications directly related medically and attributable to the assault, or other injury as determined by the department director or designee. This benefit shall not be applied to either presumptive illness, stress-related disabilities, or physical disabilities having mental origins.
- ~~D.~~ C. The final decision as to whether an employee is eligible for, or continues to be eligible for EIDL, shall rest with the department director or designee. The department may periodically review the employee's condition to determine an employee's continued eligibility for EIDL.
- ~~E.~~ D. This Section relating to EIDL is grievable only through the second step of the grievance procedure as the final step of appeal and is not subject to the arbitration procedure of this Agreement.
- ~~F.~~ E. EIDL eligibility and benefits may not exceed 52 weeks (365 calendar days) within two years of the first day of lost time. The employee's full gross salary is reduced by the amount of federal and state income tax and OASDI or Medicare to establish the "EIDL reduced gross". The intent of the EIDL program is to maintain, as closely as possible, the disabled employee's monthly take home pay. The retirement contribution is computed and deducted based on the employee's full gross salary. The EIDL benefit is subject to miscellaneous payroll deductions. Additional withholding for taxes, deferred compensation/administrative charge, tax sheltered annuity or Flex-Elect will not be withheld from EIDL payments. ~~EIDL payments are not reported as taxable wages or other compensation on the Form W-2.~~ EIDL payments will be reported in accordance with applicable tax law and Internal Revenue Service rules and regulations.
- ~~G.~~ F. EIDL shall continue beyond the physician's statement that the employee's condition is "permanent and stationary" providing the employee has benefits remaining and at least one of the following conditions exists:
1. The employee is declared a "qualified injured worker" and is eligible for and agrees to participate in vocational rehabilitation.
 2. The employee has initiated the disability retirement process.
- ~~H.~~ G. If the EIDL benefits are to be terminated, the employee shall be notified by letter and be advised as to the status of health, retirement and miscellaneous deductions.
- ~~I.~~ H. All checks issued pursuant to this section from the facility revolving fund shall have an explanation as to the monies received and pay periods covered.
- ~~J.~~ I. A standard Supervisor's Report of Injury shall be submitted to the Health and Safety Officer within 24 hours after a job-related injury. ~~Within five (5) working days after such notice of injury, the Health and Safety Officer shall provide the injured employee with written information concerning the rights, benefits and obligations under the worker's compensation law.~~
- J. The employer will comply with the notice requirements specified in Labor Code Section 5401. All disputes relating to notice requirements under the Labor Code are not grievable or arbitrable.

~~K. Within five (5) days after denial of EIDL, the Health and Safety Officer shall provide the injured employee written notice of the reason for denial.~~

L. K. Claims of EIDL benefits must be filed within one year from the date of the incident causing the injury.

9.16 Mentoring Leave

- A. Eligible employees may receive up to forty (40) hours of "mentoring leave" per calendar year to participate in mentoring activities once they have used an equal amount of their personal time for these activities. "Mentoring leave" is paid leave time, which may only be used by an employee to mentor. This leave does not count as time worked for purposes of overtime. "Mentoring leave" may not be used for travel to and from the mentoring location.
- B. Employees must use an equal number of hours of their personal time (approved annual leave, vacation, personal leave, personal holiday, or CTO during the workday and/or personal time during non-working hours) prior to requesting "mentoring leave." For example, if an employee requests two (2) hours of "mentoring leave", he/she must have used two (2) verified hours of his/her personal time prior to receiving approval for the "mentoring leave". "Mentoring leave" does not have to be requested in the same week or month as the personal time was used. It does, however, have to be requested and used before the end of the calendar year.
- C. Prior to requesting mentoring leave and in accordance with departmental policy, employees shall provide their supervisor with verification of personal time spent mentoring from the mentoring organization.
- D. Requests for approval of vacation, MODTO, CTO, and/or annual leave for mentoring activities are subject to approval requirements in this Contract and in existing departmental policies. Requests for approval of mentoring leave are subject to operational needs of the State, budgetary limits, and any limitations imposed by law.
- E. In order to be eligible for "mentoring leave," an employee must:
 - 1. Have a permanent appointment;
 - 2. Have successfully completed their initial probationary period; and
 - 3. Have committed to mentor a child or youth through a mentoring organization, that meets the quality assurance standards, for a minimum of one school year. (Most programs are aligned with the child's normal school year; however, there may be some that are less or more. Department management may make exceptions to the one school year commitment based on the mentor program that is selected.)
- F. An employee is not eligible to receive mentoring leave if;
 - 1. Employee is assigned to a "post" position in the Department of Corrections, Youth Authority; or
 - 2. Employee works in a level of care position in the Departments of Developmental Services, Mental Health, Education, Veterans' Affairs, California Department of Corrections and the California Youth Authority.

- G. Permanent part-time and permanent intermittent employees may receive a prorated amount of mentoring leave based upon their time base. For example, a halftime employee is eligible for twenty (20) hours of “mentoring leave” per calendar year, whereas an intermittent employee must work a monthly equivalent of 160 hours to earn 3.33 hours of mentoring leave.
- H. Any appeals and/or disputes regarding this section shall be handled in accordance with the Complaint procedure specified in Article 6 of this Contract.

9.17 Non-Industrial Disability-Non-Annual Leave

- A. Non –Industrial Disability Insurance (NDI) is a program for State employees who become disabled due to nonwork-related disabilities as defined by Section 2626 of the Unemployment Insurance Code.
- B. For periods of disability commencing on or after October 1, 1984, eligible employees shall receive NDI payments at 60% of their full pay, not to exceed \$135 per week, payable monthly for a period not exceeding 26 weeks for any one disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to their regular time base, and work for at least ten (10) consecutive work days. Paid leave shall not be used to cover the ten (10) work days.
- C. The employee shall serve a ten (10) consecutive calendar day waiting period before NDI payments commence for each disability. Accrued vacation or sick leave balances may be used to cover this waiting period. The waiting period may be waived commencing with the first full day of confinement in a hospital or nursing home. The definition of hospital and nursing home is the same as defined by Sections 2627.5 and 2627.7 of the Unemployment Insurance Code.
- D. If the employee elects to use vacation, annual leave, personal leave or sick leave credits prior to receiving NDI payments, he or she is not required to exhaust the accrued leave balance.
- E. Following the start of NDI payments, an employee may, at anytime, switch from NDI to sick leave, vacation leave, annual leave, personnel leave, or catastrophic leave but may not return to NDI until that leave is exhausted.
- F. In accordance with the State’s “return to work” policy, an employee who is eligible to receive NDI benefits and who is medically certified as unable to return to full-time work during the period of his or her disability, may upon the discretion of his or her appointing power to work those hours (in hour increments) which, when combined with the ENDI benefit, will not exceed 100 percent of their regular “full pay”. This does not qualify the employee for a new disability period under B, of this article. The appointing power may require an employee to submit to a medical examination by a physician or physicians designated by the Director of the Employment Development Department for the purpose of evaluating the capacity of the employee to perform the work his or her position.
- G. If an employee refuses to return to work in a position offered by the employer under the State’s Injured State Worker Assistance Program, NDI benefits will be terminated effective the date of the offer.

- H. Where employment is intermittent or irregular, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the 18 monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for NDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.
- I. All other applicable Department of Personnel Administration laws and regulations not superseded by these provisions will remain in effect.
- J. Upon approval of NDI benefits, the State may issue an employee a salary advance if the employee so requests.
- K. All appeals of a denial of an employee's NDI benefits shall only follow the procedures in the Unemployment Insurance Code and Title 22. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to the denial of an individual's benefits.

9.18 Transfer of Leave Credits Between Family Members

Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, annual leave, personal leave, vacation, and/or holiday credit) may be transferred between family members (donations may be made by a child, parent, spouse, brother, sister or other person residing in the immediate household) in accordance with departmental policies, under the following conditions:

- A. To care for the family member's child, parent, spouse, brother, sister, or other person residing in the immediate household, who has a serious health condition, or a medical leave for the employee's own serious health condition as defined by the Family Medical Leave Act (FMLA), or for a parental leave to care for a newborn or adopted child.
- B. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the supervisor, provide medical certification from a physician to support this request. The department head or designee shall approve transfer of leave credits only after having ascertained that the leave is for an authorized reason. For family care leave for the employee's child, parent, spouse, brother, sister, or other person residing in the immediate household, who has a serious health condition, this certification need not identify the serious health condition involved, but shall contain all of the following:
 - 1. the date, if known, on which the serious health condition commenced;
 - 2. the probable duration of the condition;
 - 3. an estimate of the amount of time that the health provider believes the employee needs to care for the child, parent, spouse, brother, sister, or other person residing in the immediate household;

4. a statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the child, parent, spouse, brother, sister, or other person residing in the immediate household.

For the employee's own serious health condition, this certification shall also contain a statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform any one or more of the essential functions of his or her position. Certification shall also be provided for parental or adoption leaves.

- C. Sick leave credits cannot be transferred.
- D. The receiving employee has exhausted all leave credits.
- E. The donations must be a minimum of one (1) hour and in whole increments thereafter.
- F. The donating employee must maintain a minimum balance of 80 hours of paid leave time.
- G. Transfer of leave credits shall be allowed to cross-departmental lines in accordance with the policies of the receiving department.
- H. The donated hours may not exceed three (3) months. However, if approved by the appointing authority, the total leave credits received may be six (6) months.
- I. Donations shall be made on a form to be developed by the State, signed by the donating employee, and verified by the donating department. Once transferred, donations will not be returned to the donor.
- J. This section is not subject to the grievance and arbitration article of this Contract.

9.19 Work and Family Participation

A. Family Activity

Subject to operational needs and reasonable notice to the employer, employees shall be permitted to use accrued leave credits (vacation, personal holiday, holiday credits, CTO) for the purpose of attending school or non-school family-related activities such as sports events, recitals, 4-H, etc., in which the employee's child is participating.

Employees who have exhausted available leave credits, may request unpaid leave, unless they are currently subject to attendance restrictions.

However, use of such leave shall not diminish an employee's entitlement under the Family School Partnership Act to, upon reasonable notice to the employer, use up to eight (8) hours per month but not to exceed forty (40) hours per calendar year of accrued leave credits (vacation, personal holiday, holiday credits, CTO) for the purpose of attending school or pre-school related activities in which the employee's child is participating.

Family is defined as the employee's son, daughter, or any child the employee stands in loco parentis (to the child).

Employee leave requests for family activities shall be in accordance with the appropriate departmental procedures.

B. Family Crisis

Subject to operational needs, and upon reasonable notice to the employee's immediate supervisor, employees shall be eligible to use accumulated leave credits for the purpose of dealing with family crisis situations (e.g., divorce counseling, family or parenting conflict management, family care urgent matters and/or emergencies). If the employee has exhausted available leave credits, the employee may request unpaid leave.

Family is defined as the parent, stepparent, spouse, domestic partner that has been certified with the Secretary of State's Office in accordance with Family Code Section 297, child, grandchild, grandparent, brother, sister, stepchild, or any person residing in the immediate household.

If eligible, any Family Crisis Leave that meets the definition of serious health condition will run concurrently with the Family and Medical Leave Act.

The State shall consider requests from employees to adjust work hours or schedules or consider other flexible arrangements consistent with a department's operational needs and the provisions of this Contract.

Employee requests related to family crisis or domestic violence shall be in accordance with departmental procedures and, except in emergencies, shall be made with reasonable notice to the employee's immediate supervisor.

The State shall maintain the confidentiality of any employee requesting accommodation under this section, but may require substantiation to support the employee's request.

9.20 Organ or Bone Marrow Donor Leave

~~Effective January 1, 2003, AB 1825 provides that employees who donate organs or bone marrow are eligible for paid leave.~~ The following leave is extended to those employees who become an organ or bone marrow donor:

1. Employees who donate an organ(s) to another person shall be eligible for up to 30 workdays of paid leave (Donor Leave) in any one year period. Employees who donate bone marrow to another person shall be eligible for up to five work days of paid leave (Donor Leave) in any one year period.
2. The one-year period is the 12-month period measured forward from the date an employee's first leave begins.
3. The one-year period for an organ donor is separate from the one year period for bone marrow donation.
4. An employee must first exhaust all sick leave balance to qualify for Donor Leave.
5. Employees without a sick leave balance, including employees in the annual leave program, are immediately eligible for paid leave (Donor Leave).
6. Employees must provide written verification to the appointing power that a medical necessity exists for the donation.
7. Donor Leave taken for donations is not a break in continuous service, relative to salary adjustments, leave accrual, or seniority normally accrued on paid leave.
8. Employees wishing to become a donor may be required to undergo medical, psychological or other tests. Absences for such purposes must be requested in advance in the same manner as required to use sick or annual leave. The time an employee is approved to be absent for such purposes shall be deducted from the employee's accrued leave balance.
9. If the donor employee is temporarily unable to return to work after exhausting Donor Leave, the employee may, subject to medical verification, use any paid or unpaid leave available to the employee until able to return to work. Such leave may include, but is not limited to, sick, vacation, annual, personal, CTO, Family Medical, catastrophic, NDI, and medical leave.
10. If the donor employee is permanently unable to return to work following the donation, the employee will be separated and paid for any leave balances including but not limited to vacation, annual leave and/or CTO current balances. The payment for such balances shall be computed by projecting the accumulated time on a calendar basis as though the employee were taking time off. If during the period of projection, the employee is able to return to work, the employee will have a mandatory right to be reinstated to his/her former position.

ARTICLE 10 - SALARIES AND ALLOWANCES

10.1 Salary Schedule

The salary rates set forth in Attachment A represent for each classification the standard salary rate for full-time employment, unless the schedule specifically indicates otherwise.

10.2 Merit Salary Adjustments

Employees shall receive annual merit salary adjustments in accordance with Government Code Section 19832. An employee shall be notified of the denial of a merit salary adjustment prior to the employee's salary anniversary date. Notwithstanding DPA Rule 599.684, an employee whose merit salary adjustment is denied may appeal pursuant to Article 6 (Grievance and Arbitration) of this agreement.

10.3 Business and Travel Expenses

The State agrees to reimburse employees for actual, necessary and appropriate business expenses and travel expenses incurred 50 miles or more from home and headquarters, in accordance with existing DPA rules and set forth below. Lodging and/or meals provided by the state or included in hotel expenses or conference fees or in transportation costs such as airline tickets or otherwise provided shall not be claimed for reimbursement. Snacks and continental breakfasts such as rolls, juice and coffee are not considered to be meals. Each item of expenses of \$25 or more requires a receipt; receipts may be required for items of expense that are less than \$25. When receipts are not required to be submitted with the claim, it is the employee's responsibility to maintain receipts and records of their actual expenses, and make them available for audit upon request by their department, state control agencies and/or the Internal Revenue Service. Each State agency shall determine the necessity for and method of travel.

A. **Meal/Incidentals.** Meal expenses for breakfast, lunch and dinner will be reimbursed in the amount of actual expenses up to the maximums. Receipts for meals must be maintained by the employee as substantiation that the amount claimed was not in excess of the amount of the actual expense. The term "incidentals" includes but is not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and tips for service, such as for porters and baggage carriers. It does not include taxicab fares, lodging taxes or the costs of telegrams or telephone calls.

a. **Rates.** Actual meal/incidental expenses incurred will be reimbursed in accordance with the maximum rates and time frame requirements outlined below.

Breakfast	Up to	\$6.00
Lunch	Up to	\$10.00
Dinner	Up to	\$18.00
Incidentals	Up to	\$6.00

Total	Up to	\$40.00 (every full 24 hours of travel)
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- b. **Timeframes.** For continuous short-term travel of more than 24 hours but less than 31 days, the employee will be reimbursed for actual costs up to the maximum for each meal, incidental, and lodging expense for each complete 24 hours of travel, beginning with the traveler's time of departure and return as follows:

- (1) On the fractional day of travel at the beginning of a trip of more than 24 hours:

Trip begins at or before 6 am	breakfast may be claimed
Trip begins at or before 11 am	lunch may be claimed
Trip begins at or before 5 pm	dinner may be claimed

- (2) On the fractional day of travel at the end of a trip of more than 24 hours:

Trip ends at or after 8 am	breakfast may be claimed
Trip ends at or after 2 pm	lunch may be claimed
Trip ends at or after 7 pm	dinner may be claimed

If the fractional day includes an overnight stay, receipted lodging may be claimed. No meal or lodging expenses may be claimed or reimbursed more than once on any given date or during any 24-hour period.

For continuous travel of less than 24 hours, the employee will be reimbursed for actual expenses up to the maximum as follows:

Travel begins at or before 6 am and ends at or after 9 am:	Breakfast may be claimed.
Travel begins at or before 4 pm and ends at or after 7 pm:	Dinner may be claimed.
If the trip extends overnight: receipted lodging may be claimed.	
No lunch or incidentals may be claimed on a trip of less than 24 hours.	

- B. **Lodging.** All lodging reimbursement requires a receipt from a commercial lodging establishment such as a hotel, motel, bed and breakfast inn, or public campground that caters to the general public. No lodging will be reimbursed without a valid commercial lodging establishment receipt.

- a. **Regular State Business Travel:**

- (1) Statewide, in all California locations not listed in b or c below, for receipted lodging while on travel status to conduct state business, actual lodging up to \$84.00 plus applicable taxes.
- (2) When employees are required to do business and obtain lodging in the counties of Los Angeles and San Diego, actual lodging up to \$110 plus applicable taxes.

- (3) When employees are required to do business and obtain lodging in the counties of Alameda, San Francisco, San Mateo and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of \$140 plus applicable taxes.

b. **State Sponsored Conferences or Conventions:**

- (1) For receipted lodging while attending state sponsored conferences and conventions, when the lodging is contracted by the state sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment.
- (2) Statewide, with a lodging receipt: Actual lodging up to \$110 plus applicable taxes

c. **Non-State Sponsored Conferences or Conventions:**

- (1) For receipted lodging while attending Non-State sponsored conferences and conventions, when the lodging is contracted by the sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment.
- (2) Statewide, with the lodging receipt: Actual lodging when approved in advance by the appointing authority.

Reimbursement of lodging expenses in excess of specified amounts, excluding taxes requires advance written approval from DPA. DPA may delegate approval authority to departmental appointing powers or increase the lodging maximum rate for the geographical area and period of time deemed necessary to meet the needs of the State. An employee may not claim lodging, meal or incidental expenses within 50 miles of his/her home or headquarters.

- A. **Long-term Travel:** Actual expenses for long term meals and receipted lodging will be reimbursed when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.

- a. **Full Long-term Travel:** In order to qualify for full long-term travel reimbursement, the employee on long-term field assignment must meet the following criteria:

- The employee continues to maintain a permanent residence at the primary headquarters, and
- The permanent residence is occupied by the employee's dependents, or
- The permanent residence is maintained at a net expense to the employee exceeding \$200 per month.

The employee on full long-term travel who is living at the long-term location may claim either:

- (1) Reimbursement for actual individual expense, substantiated by receipts, for lodging, water, sewer, gas and electricity, up to a maximum of \$1130 per calendar month while on the long-term assignment, and actual expenses up to \$10.00 for meals and incidentals, for each period of 12 to 24 hours and up to \$5.00 for actual meals and incidentals for each period of less than 12 hours at the long-term location, or
 - (2) Long-term subsistence rates of \$24.00 for actual meals and incidentals and \$24.00 for receipted lodging for travel of 12 hours up to 24 hours; either \$24.00 for actual meals or \$24.00 for receipted lodging for travel less than 12 hours when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.
- b. An employee on long-term field assignment who does not maintain a separate residence in the headquarters area may claim long-term subsistence rates of up to \$12.00 for actual meals and incidentals and \$12.00 for receipted lodging for travel of 12 hours up to 24 hours at the long-term location; either \$12.00 for actual meals or \$12.00 for receipted lodging for travel less than 12 hours at the long-term location.
- B. **Out-of-State Travel:** For short-term out-of-state travel, State employees will be reimbursed actual lodging, supported by a receipt, and will be reimbursed for actual meal and incidental expenses in accordance with above. Failure to furnish lodging receipts will limit reimbursement to the meal/incidental rate above. Long-term out-of-state travel will be reimbursed in accordance with the provisions of Long-term Travel above.
- C. **Out of Country Travel:** For short-term out of country travel, State employees will be reimbursed actual lodging, substantiated by a receipt, and will be reimbursed actual meals and incidentals up to the maximums published in column B of the Maximum Travel per Diem Allowances for Foreign Areas, Section 925, U.S. Department of State Standardized Regulations and the meal/incidental breakdown in Federal Travel Regulation Chapter 301, Travel Allowances, Appendix B. Long-term Out of Country travel will be reimbursed in accordance with the provisions of Long-term travel above, or as determined by DPA.
- Subsistence shall be paid in accordance with procedures prescribed by the Department of Personnel Administration. It is the responsibility of the individual employee to maintain receipts for their actual meal expenses.
- D. **Transportation:** Transportation expenses include, but are not limited to airplane, train, bus, and taxi fares, rental cars, parking, mileage reimbursement and tolls that are reasonably and necessarily incurred as a result of conducting State business. Each State agency shall determine the method of and necessity for travel. Transportation will be accomplished and reimbursed in accordance with the best interest of the State. An employee who chooses and is approved to use an alternate method of transportation will be reimbursed only for the method that reflects the best interest of the State.

- a. **Mileage Reimbursement**
 - (1) When an employee is authorized by his/her appointing authority or designee to operate a privately owned vehicle on State business the employee will be allowed to claim and be reimbursed at the Federal Standard Mileage Rate (FSMR) 34 cents per mile. Mileage reimbursement includes all expenses related to the use, and maintenance of the vehicle, including but not limited to gasoline, up-keep, wear and tear, tires, and all insurance including liability, collision and comprehensive coverage; breakdowns, towing and any repairs, and any additional personal expenses that may be incurred by an individual as a result of mechanical breakdown or collision.
 - (2) When an employee is required to report to an alternative work location, the employee may be reimbursed for the number of miles driven in excess of his/her normal commute.
 - b. **Specialized Vehicles** - Employees who must operate a motor vehicle on official State business and who, because of a physical disability, may operate only specially equipped or modified vehicles may claim reimbursement at the Federal Standard Mileage Rate (FSMR) from 34 up to 37 cents per mile, with certification. Supervisors who approve claims pursuant to this Subsection have the responsibility of determining the need for the use of such vehicles.
 - c. **Private Aircraft Mileage** - When an employee is authorized by his/her department, reimbursement for the use of the employee's privately owned aircraft on State business shall be made at the rate of 50 cents per statute mile. Pilot qualifications and insurance requirements will be maintained in accordance with DPA rule 599.628.1 and the State Office of Risk and Insurance Management.
 - d. **Mileage to/from a common carrier** - When the employee's use of a privately owned vehicle is authorized for travel to or from a common carrier terminal, and the employee's vehicle is not parked at the terminal during the period of absence, the employee may claim double the number of miles between the terminal and the employee's headquarters or residence, whichever is less, while the employee occupies the vehicle. Exception to "whichever is less": If the employee begins travel one hour or more before the employee normally leaves home, or ends travel one hour or more after the end of the work day or travel occurs on a regularly scheduled day off, mileage may be computed from/to his/her residence.
- E. **Receipts**. Receipts or vouchers shall be submitted for every item of expense of \$25 or more. In addition, receipts are required for every item of transportation and business expense incurred as a result of conducting State business except for actual expenses as follows:
- a. Railroad and bus fares of less than \$25 when travel is wholly within the State of California.
 - b. Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of \$10.00 or less for each continuous period of parking or each separate transportation expense noted in this item.
 - c. Telephone, telegraph, tax or other business charges related to State business of \$5.00 or less.

- d. In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.
- e. Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.

10.4 Salaries And Allowances

~~A. Salary~~

~~Effective July 1, 2003, all Unit 16 classifications shall receive a general salary increase of five percent (5%). The increase shall be calculated by multiplying the base salary by 1.05. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.~~

A. Salary

Upon ratification of the union membership and approval of the Legislature in the 2005/2006 Legislative session, but no sooner than July 1, 2006, all Unit 16 classifications shall receive a general salary increase of three and one-half percent (3.5%) The increase shall be calculated by multiplying the base salary by 1.035. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.

Salary Inequity Adjustments

Upon ratification of the Union membership and approval of the Legislature in the 2005/2005 Legislative session, but no sooner than January 1, 2007, the salary range of all Unit 16 classifications (except as identified below) shall be expanded by adding an additional seven and one-half percent (7.5%) above the current maximum salary. Employees who have received the current maximum salary for 12 or more qualifying pay periods will receive five percent (5%) effective January 1, 2007. The increase shall be calculated by multiplying the base salary by 1.05. Employees with less than 12 qualifying pay periods at the old maximum rate shall receive a new salary anniversary date based on qualifying service.

Effective January 1, 2007, Podiatrist Consultant (7976), Podiatrist (7977), Podiatrist, CF (7972) and Podiatrist, DMH&DDS (7657) will receive 10% added to the maximum step. Employees who have been at the old maximum salary rate for a minimum of 12 qualifying pay periods shall receive a 5% increase. Employees at the old maximum salary rate for less than 12 qualifying pay periods shall receive a new salary anniversary date based on qualifying service.

Qualifying service toward the 12 qualifying pay periods shall be in accordance with DPA Rules 699.682(b) and 599.687. Thereafter, employees shall move in accordance with MSA provisions of the agreement.

Effective July 1, 2007, or 12 pay periods after the July 1, 2006 GSI, the State agrees to provide a cost of living adjustment to all bargaining unit 16 classifications, as follows:

1. The salary increase shall be equal to the total percentage change in the Consumer Price Index (CPI) for the twelve month period from April 2006 through March 2007. The specific amount of the cost of living adjustment shall be determined by the increase in the cost of living for the year using the Consumer Price Index, U.S. Department of Labor, Index CPI-W West Urban – All Urban Consumers (Not Seasonally Adjusted), Series CUUR0400SAO, United States.

2. The cost of living adjustment shall not be less than 2.0% or more than 4.0%.

e.g: If the cost of living for the year, as determined in #1 above, is less than 2.0%, the cost of living adjustment for the year shall be established at 2.0%. If the cost of living for the year is greater than 4.0%, for the specified period, the cost of living adjustment for the year shall be established at 4%. If the cost of living for the year increases by an amount between 2.0% and 4.0%, employees shall receive the specific cost of living increase rounded to the nearest tenth.

3. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.

4. The following illustrates the specific method of computation to be used in calculating the salary increase, using fictional data for illustration purposes only.

EXAMPLE for 2007 Increase (as described in #1)

<u>CPI for March 2007 (EXAMPLE ONLY)</u>	<u>202.4</u>
<u>Less CPI for March 2006</u>	<u>197.1</u>
<u>Index Point Change</u>	<u>5.2</u>
<u>Divided by Previous CPI (March 2006)</u>	<u>197.1</u>
<u>Equals</u>	<u>.02637</u>
<u>Result multiplied by 100 (100 X .02637)</u>	<u>2.6</u>
<u>Cost of Living adjustment for 2007</u>	<u>2.6%</u>

Salary adjustment effective July 1, 2007 (EXAMPLE ONLY) 2.6%

B. SALARY DIFFERENTIAL (RECRUITMENT AND RETENTION)

1. Upon approval by the Department of Personnel Administration, a department may provide monthly or annual recruitment and retention differentials to Unit 16 employees. These differentials may be authorized for specific Unit 16 classifications in specific geographic locations ~~of~~ or facilities, or may be authorized for the entire department. The department will give UAPD notice when a request is made to the Department of Personnel Administration.

- ~~2. Permanent full-time employees in the Departments of Corrections, Mental Health and Developmental Services may receive a recruitment and retention differential.~~
3. A less than full-time permanent employee may receive the recruitment and retention differential ~~not to exceed \$1,500.00 per month~~ on a pro rata basis.
4. Permanent intermittent employees may receive a pro-rated recruitment and retention differential ~~not to exceed \$1,500.00 per month~~ based on hours worked in the pay period.
5. Recruitment and retention differentials currently being paid are listed as Appendix A to this agreement.

C. RECRUITMENT AND RETENTION – ANNUAL

1. Unit 16 employees who are employed at Avenal State Prison, Ironwood State Prison, Centinela, Calipatria or Chuckawalla Valley State Prisons, or Senior Psychiatrists and Staff Psychiatrists at the California Medical Facility at Vacaville, or any other facility approved by DPA, for twelve (12) consecutive qualifying pay periods, shall be eligible for a recruitment and retention bonus of \$2,400, payable thirty (30) days following the completion of the twelve (12) consecutive qualifying pay periods.
2. If an employee voluntarily terminates, transfers, or is discharged prior to completing twelve (12) consecutive pay periods at Avenal State Prison, Blythe State Prisons, or CMF, there will be no pro rata payment for those months at these facilities.
3. If an employee is mandatorily transferred by the Department, during the initial twelve (12) qualifying pay periods, he/she shall be eligible for a pro rata share for those months served.
4. If an employee promotes to a different facility, or department other than Avenal State Prison. Blythe State Prisons or CMF prior to completion of the twelve (12) consecutive qualifying pay periods, there shall be no pro rata of this recruitment and retention bonus.
5. Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and retention differential based on the total number of hours worked excluding overtime during the twelve (12) consecutive qualifying pay periods.
6. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.
7. All Unit 16 employees of DMH working at a correctional facility will receive the same negotiated pay and benefit increases as the Unit 16 employees of CDC working at the correctional facility.
8. All Unit 16 employees of DMH working at a correctional facility shall receive the same recruitment and retention differential pay as the Unit 16 employees of CDC working at the correctional facility.

9. DMH will make continued and effective efforts to recruit doctors to fill the 22 psychiatric positions and future vacancies at the psychiatric unit at CMF. There shall be an on-going UAPD-State Committee which shall hold regular meetings and special meetings, as needed, to resolve staffing and recruitment problems.

The parties agree to meet and confer on the impact of the implementation of any change in recruitment and retention differentials. The amount of such payments or differentials is not grievable or arbitrable.

D. DEPARTMENT OF MENTAL HEALTH RECRUITMENT AND RETENTION

1. ~~Effective May 1, 1999, and upon approval from the Department of Personnel Administration,~~ Unit 16 employees who are employed at ASH as staff Psychiatrist and Senior Psychiatrist (Specialist) and at PSH as staff Psychiatrist and Dentist for twelve (12) consecutive qualifying pay periods shall be eligible for an annual recruitment and retention bonus of \$2,400. This bonus shall be payable thirty (30) days following the completion of twelve (12) consecutive qualifying pay periods or within thirty (30) days following the completion of this agreement.
2. If an employee voluntarily terminates, transfers, or is discharged prior to completing the twelve (12) consecutive qualifying pay periods, there will be no pro rata payment for those months.
3. If the department transfers an employee, during the initial twelve (12) qualifying pay periods, to a location other than ASH or PSH he/she shall be eligible for a pro rata share for those months served.
4. If an employee transfers or promotes to a different department prior to completion of twelve (12) consecutive qualifying pay periods, there shall be no pro rata of this recruitment and retention bonus.
5. Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and retention differential based on the total number of hours worked, excluding extra hours worked as Medical Officer of the Day (MOD), during the twelve (12) consecutive qualifying pay periods.
6. The \$2,400 bonus may be prorated if the employee would have otherwise qualified if he/she had not died while employed at the hospitals mentioned in this agreement.
7. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.
8. The employer may withdraw any recruitment and retention differential for specific position(s), classifications, facilities or geographic locations for new hires with a 30-day notice to the Union.
9. The amount of such payments or differentials is not grievable or arbitrable.

E. BILINGUAL DIFFERENTIAL PAY

Bilingual Differential Pay applies to those positions designated by the Department of Personnel Administration as eligible to receive bilingual pay according to the following standards.

1. Definition of bilingual positions for Bilingual Differential Pay.
 - a. A bilingual position for salary differential purposes requires the use of a bilingual skill on a continuing basis averaging ten percent (10%) of the time. Anyone using their bilingual skills ten percent (10%) or more of the time will be eligible whether they are using them in a conversational, interpretation, or translation setting. In order to receive bilingual differential pay, the position/employee must be certified by the using department and approved by the Department of Personnel Administration. (Time should be an average of the time spent on bilingual activities during a given fiscal year.)
 - b. The position must be in a work setting that requires the use of bilingual skills to meet the needs of the public in either:
 - (1) A direct public contact position;
 - (2) A hospital or institutional setting dealing with patient or inmate needs;
 - (3) A position utilized to perform interpretation, translation or specialized bilingual activities for the department and its clients.
 - c. Position(s) must be in a setting where there is a demonstrated client or correspondence flow where bilingual skills are clearly needed.
 - d. Where organizationally feasible, departments should ensure that positions clearly meet the standards by centralizing the bilingual responsibility in as few positions as possible.
 - e. Actual time spent conversing or interpreting in a second language and closely related activities performed directly in conjunction with the specific bilingual transaction will count toward the ten percent (10%) standards.
2. Rate:
 - a. An employee meeting the bilingual differential pay criteria during the entire monthly pay period would receive a maximum \$100.00 per monthly pay period including holidays.
 - b. A monthly employee meeting the bilingual differential pay criteria less than the entire pay period would receive differential on a pro rata basis.
 - c. A fractional month employee meeting the bilingual differential pay criteria would receive the differential on a pro rata basis.
 - d. An employee paid by the hour meeting the bilingual differential pay criteria would receive a differential of \$0.58 per hour.
 - e. An employee paid by the day meeting the bilingual differential pay criteria would receive a differential of \$4.61 per day.
3. Employees, regardless of the time base or tenure, who use their bilingual skills more than ten percent (10%) of the time on a continuing basis and are approved by the Department of Personnel Administration will receive the bilingual differential pay on a regular basis.

4. Bilingual differential payments will become earnings and subject to contributions to the State Retirement System, OASDI, levies, garnishments, Federal and State taxes.
5. Employees working in positions which qualify for regular bilingual differential pay as authorized by the Department of Personnel Administration may receive the appropriate pay during periods of paid time off and absences (e.g., sick leave, vacation, holidays, etc.).
6. Employees will be eligible to receive the bilingual differential payments on the date the Department of Personnel Administration approves the departmental pay request. The effective date shall be retroactive to the date of appointment, not to exceed one (1) year, and may be retroactive up to two (2) years, to a position requiring bilingual skills when the appointment documentation has been delayed. The effective date for bilingual pay differential shall coincide with the date qualified employees begin using their bilingual skills on a continuing basis averaging ten percent (10%) of the time, consistent with the other provisions of this section.
7. Bilingual salary payments will be included in the calculation of lump sum vacation, sick leave, and extra hour payments to employees terminating their State service appointment while on bilingual status.
8. Employees will not receive bilingual salary compensation for overtime hours worked, except upon separation from State service, regardless of total hours during the pay period. Agencies may not include bilingual salary compensation when computing overtime rate.
9. Employees receiving regular bilingual differential pay will have their transfer rights determined from the maximum step of the salary range for their class. Incumbents receiving bilingual pay will have the same transfer opportunities that other class incumbents are provided.
10. The bilingual differential pay shall be included in the rate used to calculate temporary disability, industrial disability, and non-industrial disability leave benefits.

10.5 Timely Payment Of Wages

- A. When a permanent full-time employee receives no pay warrant on payday, the State agrees to issue a salary advance, consistent with departmental policy and under the following conditions:
 1. When there are errors or delays in processing the payroll documents and the delay is through no fault of the employee, a salary advance will normally be issued within two (2) work days after payday for an amount close to the actual net pay (gross salary less deductions) in accordance with departmental policy.
 2. When a regular paycheck is late for reasons other than (1) above (e.g., AWOL, late dock), a salary advance of no less than 50% of the employee's actual net pay will normally be issued within five work days after payday. No more than two salary advances per calendar year may be issued under these circumstances.

3. The difference between the employee's net pay and the salary advance shall not be paid until after receipt of the Controller's warrant for the pay period.
 4. The circumstances listed in (1), (2) and (3) are not applicable in remote areas where difficulties in the payroll process would not allow these timelines to be met. In these areas the State agrees to attempt to expeditiously correct payroll errors and issue salary advances.
- B. It will be the responsibility of the employee to make sure voluntary deductions (e.g., credit union deductions, union dues, etc.) are paid.
 - C. This provision does not apply to those employees who have direct deposit. This provision does not preclude advances if they are provided for under any other rules or policies where direct deposit is involved.

10.6 Classification Salary Definitions

As used in this article, terms are defined as follows:

- a. "Salary range" is the range of rates between, and including, the minimum and maximum rate currently authorized for the class;
- b. "Step" for employees compensated on a monthly basis is a 5 percent differential above or below a salary rate rounded to the nearest dollar and for employees compensated on a daily or hourly basis is a 5 percent differential above or below a rate rounded to the nearest dollar and cents amount. One step higher is calculated by multiplying the rate by 1.05 (e.g., \$2,300 x 1.05= \$2,415). One step lower is calculated by dividing the rate by 1.05 (e.g., \$2,415 /1.05= \$2,300);
- c. "Rate" for employees compensated on a monthly basis is any one of the full dollar amounts found within the salary range and for employees compensated on a daily or hourly basis is any one of the dollar and cents amounts found within the salary range.
- d. "Range differential" is the difference between the maximum rate of two salary ranges;
- e. "Substantially the same salary range " is a salary range with the maximum salary rate less than two steps higher than or the same as the maximum salary rate of another salary range.
- f. "Higher salary range" is a salary range with the maximum salary rate at least two steps higher than the maximum salary rate of another salary range;
- g. "Lower salary range" is a salary range with the maximum salary rate any amount less than the maximum salary rate of another salary range.

Unless otherwise provided, the lowest salary range currently authorized for the class is used to make salary comparisons between classes except for deep classes. Any rate falling within the salary range for a class may be used to accomplish appropriate step differentials in movement between classes and salary ranges.

10.7 Merit Award

The department may make awards to current or retired State employees who:

- A. Propose procedure or ideas which hereafter have been adopted and which will result in eliminating or reducing State expenditures or improving operations; provided, the proposals are placed in effect; or
- B. Perform special acts or special services in the public interest; or
- C. By their superior accomplishments, make exceptional contributions to the efficiency, economy, or other improvement in the operations of the State government.

Awards for superior accomplishments shall be made in accordance with procedures and standards established by the department. Any award made by the department under the provisions of this section may be paid from the appropriation available to the State agency affected by the award.

The director may adopt rules and regulations to carry out the provisions of this section, and may appoint merit award boards made up of State officers, employees, or citizens to consider employee proposals, special acts, special services, or superior accomplishments, and to make recommendations to the department as to the merits of the proposals, special acts, special services, or superior accomplishments, and whether or not the proposals, special acts, special services, or superior accomplishments justify an award.

Any award granted under the provisions of this section shall be limited to five thousand dollars (\$5,000) unless a larger award is approved by concurrent resolution of the Legislature. Any expenditures made or costs incurred heretofore or hereafter by the director for the purposes of this section may be paid from funds available for the support of the department.

10.8 CDC-Longevity Incentive

Should the California Department of Corrections identify a need to offer a longevity incentive to one or more Bargaining Unit 16 classification(s), at one or more locations, the parties agree to meet and confer.

10.9 Labor-Management Committee On State Payroll System

- A. The parties agree to establish a labor-management committee to advise the State Controller on planned and anticipated changes to the State's payroll system. Topics to be explored include, but are not limited to, accuracy and timelines of the issuance of overtime warrants, changes in earnings statements, direct deposit of employee pay, and design of and transition to a biweekly pay system.
- B. The committee shall be comprised of an equal number of management representatives and labor representatives. In addition, the Department of Personnel Administration shall designate a chairperson of the committee. The Union of American Physicians and Dentists may send one representative who shall serve without loss of compensation.

10.10 Transportation Incentives\Parking Rates

- A. The State and Union agree that the State shall encourage employees to use alternate means of transportation to commute to and from work in order to reduce traffic congestion and improve air quality.
- B. Employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a 75 percent discount on public transit passes sold by State agencies up to a maximum of \$65 per month. This shall not be considered compensation for purpose of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.
- C. The State shall provide \$100 per month to each State employee who meets the eligibility criteria and complies with program procedures as developed by the State for principal van pool drivers. This shall not be considered compensation for purposes of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.
- D. For the term of this agreement, the parties agree that the State may increase parking rates in existing lots, in an amount not to exceed \$20.00 per month. Every effort shall be made to provide employees 60 days but no less than 30 days notice of a parking rate increase. Rates at new lots administered by the State will be set at a level comparable to existing state lots. The parties agree that such increases will be uniformly applied to all represented employees in a given parking lot.
- E. Parking fees may be paid with pre-tax dollars.
- F. Notwithstanding any other provision of this Contract, the Union agrees that the State may implement new policies or change existing ones in areas such as transit subsidies, vanpool/carpool incentives, walking/biking incentives, parking, parking fees, hours of work and other actions to meet the goals of transportation incentives. The State agrees to notice and meet and confer regarding the impact of such new or changed policies.
- G. Parking rates for single occupant vehicles in State-owned or leased lots/structures in congested urban areas except for twenty-four hour facilities in the Department of Corrections, Department of Youth Authority, Department of Developmental Services, Department of Mental Health, Department of Education, Special Schools and the Department of Veterans Affairs, shall be raised to fair market value.

10.11 State-Owned Housing Rental And Utility Rates

A. Rent

~~Annually, Effective July 1, 1989 and annually thereafter for the duration of this Contract,~~ current rental rates for all types of State-owned employee housing, including trailers and/or trailer pads, may be increased by the State with 60 day notice as follows:

1. Where employees are currently occupying State-owned housing, the State may raise such rates paid by employees up to 25 percent each year, not to exceed fair market value.
- ~~2. During the term of this Contract, where no rent is being charged the State may raise rents up to \$75 per month or when an employee vacates State-owned housing, including trailers and/or trailer pads, the State may raise rents for such housing up to the Fair Market Value.~~
- ~~2.~~ 3. Employee rental of State housing shall not ordinarily be a condition of employment. In any instance ~~after July 1, 1989 and annually thereafter,~~ when the rental of State housing is made a condition of employment, the State may charge the employee 10 percent less than the regular rate of rent.
- ~~3.~~ 4. Employees renting State-owned housing occupy them at the discretion of the State employer. If the State decides to vacate a State-owned housing unit currently occupied by a State employee, it shall give the employee a minimum of 30 days advance notice. Once vacated, all rental of State-owned housing must be rented at FMV.

B. Utilities

~~Effective July 1, 1989, and annually thereafter, current u~~Utility charges for all types of State-owned employee housing, including trailers and/or trailer pads, may be increased by the State as follows:

1. Where employees are currently paying utility rates to the State, the State may raise such rates up to 8 percent each year.
2. Where no utilities are being charged, the State may impose such charges consistent with its costs.
3. Where utilities are individually metered to State-owned housing units, the employee shall assume all responsibility for payment of such utility rates, and any increases imposed by the utility company.
4. If the department determines the housing unit cannot be individually metered or if historic considerations, housing design or construction render all practical weatherization measures inappropriate or ineffective and resulting utility costs would be excessively high, a flat rate utility fee in accordance with the normal utility costs of similar size dwellings in the area will be paid by the employee.

10.12 License Renewal Fees

- A. The State agrees to reimburse employees who are required by law to maintain a license as a condition of State employment for the actual cost of license renewal fees. If the employee is working less than full-time, the license fee reimbursement shall be prorated.
- B. The State agrees to reimburse management required DEA license fees to employees who during the course of their employment prescribe medications. If the employee is working less than full-time, the license fee reimbursement shall be prorated.

ARTICLE 11 - HEALTH AND WELFARE

11.1 Health Benefits Plan/Dental Benefits/Vision Service Plan Benefits

A. Consolidated Benefits (CoBen) Program Description

1. CoBen Allowance

~~Effective January 1, 2004, through December 31, 2004 the State agrees to pay the following contribution for the Consolidated Benefits (CoBen) Allowance. The allowance is based on the Health Benefit party codes in a health plan administered or approved by CalPERS. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.~~

~~Effective January 1, 2004 through December 31, 2005, the employer health benefits contribution for each employee shall be an amount equal to eighty (80%) percent of the weighted average of the Basic health benefit plan premiums for a State active civil service employee enrolled for self-alone, during the benefit year to which the formula is applied, for the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year. For each employee with enrolled family members, the employer shall contribute an additional eighty (80%) percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year.~~

Effective July 1, 2006, the State will continue to pay the following contribution for the Consolidated Benefits (CoBen) allowance. The allowance is based on the Health Benefit party codes in a health plan administered or approved by CalPERS. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.

- a. The State shall contribute \$365 per month for coverage of an eligible employee. (Party code one).
- b. The State shall contribute \$695 per month for coverage of an eligible employee plus one dependent. (Party code two).
- c. The State shall contribute \$906 per month for coverage of an eligible employee plus two or more dependents. (Party code three).

Upon approval of funding by the Legislature and ratification by the Union, and effective no sooner than January 1, 2007 ~~Effective January 1, 2006~~, the employer health benefits contribution for each employee shall be an amount equal to ~~eighty five (85%)~~ eighty (80%) percent of the weighted average of the Basic health benefit plan premiums for a State active civil service employee enrolled for self-alone, during the benefit year to which the formula is applied, for the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year. For each employee with enrolled family members, the employer shall contribute an additional eighty (80%) percent of the weighted average of the additional

premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year. The allowance is based on the Health Benefit party codes in a health plan administered or approved by CalPERS. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS. The Union agrees to support legislation to amend the employer's share of the employee health contribution as described above from 85% to 80%.

When an employee is appointed to a new position or class that results in a change in eligibility for the composite rate, the effective date of the change shall be the first of the month following the date the notification is received by the State Controller's Office if the notice is received by the tenth of the month.

Employees who first become eligible for health benefit enrollment on or after January 1, 2007, shall be subject to a two-year vesting schedule for the employer health contribution for dependents as follows:

- a. 50% of the normal employer dependent portion of the contribution upon initial enrollment;
- b. 75% of the normal employer dependent portion of the contribution upon completion of 12 months of service; and
- c. 100% of the normal employer dependent portion of the contribution upon completion of 24 months of service.

2. Description of the Consolidated Benefit (CoBen) Program

Employees will be permitted to choose a different level of benefit coverage according to their personal needs, and the State's allowance amount will depend on an employee's selection of coverage and number of enrolled dependents. The State agrees to provide the following CoBen benefits:

- a. If the employee is enrolled in both a health plan administered or approved by CalPERS and a dental plan administered or approved by DPA, the health benefit enrollment party code will determine the allowance amount.
- b. If the employee declines a health benefit plan which is administered or approved by CalPERS and certifies health coverage from another source, the employee's dental benefit enrollment party code will determine the amount of the contribution.
- c. If the employee elects not to enroll in a health plan administered or approved by CalPERS and in a dental plan administered or approved by DPA and certifies health and dental coverage from other sources the employee will receive \$155 in taxable cash per month. Cash will not be paid in lieu of vision benefits and employees may not disenroll from vision coverage. Employees do not pay an administrative fee.
- d. Permanent Intermittent (PI) employees shall only be eligible to participate in the CoBen Cash Option and receive a six-month cash payment for the first control period of each plan year.

- e. If the employee elects not to enroll in a health plan administered or approved by CalPERS and certifies health coverage from another source, but enrolls in a dental plan administered or approved by DPA, the employee may receive the difference between the applicable composite contribution and the cost of the dental plan selected and vision benefits, not to exceed \$130 per month. (the State will pay the premium cost of the dental plan and vision plan) Cash will not be paid in lieu of vision benefits, and employees may not disenroll from vision coverage. Employees do not pay an administrative fee.
- f. If the monthly cost of any of the State's benefit plans (health, dental and vision) in which an employee elects to enroll exceeds the State's maximum allowance amount as set forth in Subsection A.1.a. (1) (2) or (3), above, the employee shall pay the difference on a pre-tax basis. If there is money left over after the cost of these benefits is deducted, the remaining amount will be paid to the employee as taxable cash.

B. Health Benefits

1. Employee Eligibility

For purposes of this section, "eligible employee" shall be defined by the Public Employees' Medical and Hospital Care Act.

2. Permanent Intermittent (PI) Employees

- a. Initial Eligibility - A permanent intermittent employee will be eligible to enroll in health benefits during each calendar year if the employee has been credited with a minimum of 480 paid hours in a PI control period. For purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a health benefit plan within 60 days from the end of the qualifying control period.
- b. Continuing Eligibility - To continue health benefits, a permanent intermittent employee must be credited with a minimum of 480 paid hours in a control period or 960 paid hours in two consecutive control periods.

3. Family Member Eligibility

For purposes of this section, "eligible family member" shall be defined by the Public Employees' Medical and Hospital Care Act and includes domestic partners that have been certified with the Secretary of State's office in accordance with AB 26 (Chapter 588, Statutes of 1999).

- 4. The parties agree to work cooperatively with CalPERS and the health plans to control premium increases.

C. Dental Benefits

1. Contribution

The employer contribution for dental benefits shall be included in the Consolidated Benefits Allowance as specified in Section A.1. of this article.

2. Employee Eligibility

Employee eligibility for dental benefits will be the same as that prescribed for health benefits under subsection B.1. and B.2 of this article.

3. Family Member Eligibility

Family member eligibility for dental benefits is the same as that prescribed for health benefits under subsection B.3 of this article.

D. Vision Benefit

1. Program Description

The employer agrees to provide a vision benefit to eligible employees and dependents. The employer contribution rates for the vision benefit shall be included in the Consolidated Benefits Allowance as specified in Section A.1 of this article. The vision benefit provided by the State shall have an employee co-payment of \$10 for the comprehensive annual eye examination and \$25 for materials.

2. Employee Eligibility

Employee eligibility for vision benefits is the same as that prescribed for health benefits under Subsection B.1 and B.2 of this article.

3. Family Member Eligibility

Family member eligibility for vision benefits is the same as that prescribed for health benefits under Subsection B.3 of this article.

E. FlexElect Program

1. Program Description

a. The State agrees to provide a flexible benefits program (FlexElect) under Internal Revenue Code Section 125 and related Sections 105(b), 129, and 213(d). All participants in the FlexElect Program shall be subject to all applicable Federal statutes and related administrative provisions adopted by DPA. The administrative fee paid by the participants will be determined each year by the Director of the Department of Personnel Administration.

b. Employees who meet the eligibility criteria stated in subsection B.1. will be eligible to enroll into a Medical Reimbursement Account and/or a Dependent Care Reimbursement Account.

2. Employee Eligibility

a. All eligible employees must have a permanent appointment with a time-base of half time or more and have permanent status, or if a limited term or a temporary authorized (TAU) position, must have mandatory return rights to a permanent position.

- b. Permanent Intermittent (PI) employees shall only participate in the CoBen Cash Option and will be eligible to receive a six month Cash payment for the first control period of each plan year. PI's choosing the CoBen Cash Option will qualify if they meet all of the following criteria:
 - (1) must be eligible to enroll in health and/or dental coverage as of January 1 of the Plan Year for which they are enrolling and;
 - (2) must have a PI appointment which is effective from January 1 through June 30 of the Plan Year for which they are enrolling and;
 - (3) must be paid for at least 480 hours during the January through June control period for the Plan Year in which they are enrolling and;
 - (4) must have completed an enrollment authorization during the FlexElect Open Enrollment Period or as newly eligible.

3. Subsection 2.b. is not grievable or arbitrable.

F. Rural Health Care Equity Program

- 1. Effective July 1, ~~2003~~ 2006, the State shall continue the Rural Health Care Equity Program for Bargaining Unit 16 members, which may be administered in conjunction with a similar program for state employees in other bargaining units, for excluded employees, and for annuitants. DPA shall administer any fund involving Bargaining Unit 16 members.

The program shall operate in the following fashion:

- a. The State shall contribute \$1500 per-year on behalf of each bargaining unit member (employee) who lives in a defined rural area, as more definitely described in Government Code section (GC) ~~22825.04~~ 22877. For Bargaining Unit 16 members, payments shall be on a monthly basis.
 - (1) For permanent employees, as in the "Medical Reimbursement Account" situation, the employee does not have to wait for reimbursement of covered medical expenses until the full amount has been deposited.
- b. As to any employee who enters state service or leaves state service during a fiscal year, contributions for such employee shall be made on a pro rata basis. A similar computation shall be used for anyone entering or leaving the bargaining unit (e.g., promotion in mid-fiscal year).
- c. The money shall be available for use as defined in GC section ~~22825.04~~ 22877.
- d. Pursuant to GC section ~~22825.04~~ 22877, a Rural Healthcare Equity Program will be established with a separate account for Bargaining Unit 16 members, as one of several similar accounts.
- e. Each Unit 16 employee shall be able to utilize up to \$1500 per-year, pursuant to GC section ~~22825.04~~ 22877, but with the exceptions for greater utilization hereafter noted. The pro rata limitation pursuant to paragraph 1(b) is applicable here.

- f. If an employee does not utilize the complete \$1500 pursuant to the procedures and limitations described in GC section ~~22825.04~~ 22877, then the unused monies shall be put in a "same year pool". That same year pool shall be utilized to pay those who have incurred eligible health care expenses in excess of the \$1500, but again according to the procedures and limitations in GC section ~~22825.04~~ 22877. The monies in the same year pool would be distributed at the end, or even soon after, each fiscal year to that group of employees who had eligible expenses in excess of \$1500 in the relevant fiscal year. Those monies shall be distributed on a pro tanto (pro rata) basis.
 - (1) Any employee not in Bargaining Unit 16 all year shall receive credit under this paragraph utilizing the same pro rata formula as in paragraph 1(b) above.
 - (2) If an employee is entitled to less than \$25.00 under this paragraph, the money shall instead go into next year's fund pursuant to paragraph f hereafter.
- g. If monies still remain after a distribution to such employees (i.e., all employees who spent more than \$1500 as provided in GC section ~~22825.04~~ 22877 were completely reimbursed), then those surplus monies shall be rolled over into the next fiscal year's funds available for distribution to employees whose expenses pursuant to GC section ~~22825.04~~ 22877 exceed \$1500 in such subsequent year. Similar "rollovers" would occur in any years where all employees were completely reimbursed (or had payments made on their behalf) pursuant to GC section ~~22825.04~~ 22877 and monies still remained in the pool.

11.2 Employee Assistance Program

- A. The State recognizes that alcohol, drug abuse and stress may adversely affect job performance and are treatable conditions. As a means of correcting job performance problems, the State may offer confidential referral to treatment for alcohol, drug and stress related problems such as marital, family, emotional, financial, medical, legal or other personal problems. The intent of this Section is to assist an employee's voluntary efforts to treat alcoholism or a drug related or stress related problem so as to retain or recover his/her value as an employee.
- B. The State shall arrange for programs to implement Subsection a. above. Employees who are to be referred to an Employee Assistance Program Coordinator will be referred by the appropriate management personnel. An employee undergoing alcohol, drug, or mental health treatment, upon approval, may use accrued sick leave, compensating time off credits and vacation leave credits for such a purpose. Leaves of absence without pay may be granted by the department head or designee upon the recommendation of the Employee Assistance Program Coordinator if all sick leave, vacation, and compensating time off have been exhausted, and the employee is not eligible to use Industrial Disability Leave or Non-Industrial Disability Insurance.
- C. An employee's treatment for alcoholism, drug or stress related problems shall remain confidential and medical records shall remain separate from other personnel materials.

11.3 Long Term Care Insurance Plans

Employees in classes assigned to Bargaining Unit 16 are eligible to enroll in any long term care insurance plan sponsored by the Public Employees' Retirement System.

11.4 Pre-Tax Of Health/Dental Premium Costs

Employees who are enrolled in any health and/or dental plan which requires a portion of the premium to be paid by the employee, will automatically have their out-of-pocket premium costs taken out of their paycheck before Federal, State and social security taxes are deducted. Employees who choose not to have their out-of-pocket costs pre-taxed, must make an election not to participate in this benefit.

11.5 Work And Family Programs

- ~~A. The parties agree to establish one statewide permanent joint labor/management committee on work and family. The committee shall serve in an advisory capacity to the Department of Personnel Administration's Work and Family Program. Work and family related activities that the Committee will engage in include sponsoring research, reviewing existing programs and policies, recommending new programs and policies, initiating marketing efforts, and evaluating the effectiveness of initiatives implemented by the Work and Family Program. Such work and family programs and policies may include, but are not limited to childcare, elder care, family leave, flexibility in the workplace, and a variety of other family-friendly programs and policies.~~
- ~~B. The committee shall be comprised of an equal number of management and union representatives. The Union recognizes that membership on the committee may also include any or all other unions representing State employees. The committee shall have co-chairpersons, one representing management and one representing labor. The union shall have one representative.~~
- ~~C. The parties agree the union representatives shall attend committee meetings without loss of compensation. The co-chairpersons may determine that subcommittees are necessary or preparatory work other than at committee meetings is necessary. If this occurs, the management co-chairperson may request that additional release time be granted for this purpose. Approval of release time is subject to operational need.~~
- ~~D. The committee shall meet regularly and shall begin meeting after the ratification of this contract.~~
- ~~E. The \$5 million dollars established in the Work and Family Fund shall be administered by the Department of Personnel Administration. Amounts to be allocated and expended annually from the fund shall be determined by the Department of Personnel Administration and the committee.~~

11.6 1959 Survivors' Benefits – Fifth Level

- A. Employees in this unit who are members of the Public Employees' Retirement System (PERS) will be covered under the Fifth Level of the 1959 Survivors' Benefit, which provides a death benefit in the form of a monthly allowance to the eligible survivor in the event of death before retirement. This benefit will be payable to eligible survivors of current employees who are not covered by Social Security and whose death occurs on or after the effective date of the memorandum of understanding for this section.
- B. Pursuant to Government Code Section 21581(c), the contribution for employees covered under this new level of benefits will be \$2 per month as long as the combined employee and employer cost for this program is \$4 per month or less per covered member. If the total cost of this program exceeds \$4 per month per member, the employee and employer shall share equally the cost of the program. The rate of contribution for the State will be determined by the PERS board, pursuant to Government Code Section 21581.
- C. The survivors' benefits are detailed in the following schedule:
 - 1. A spouse who has care of two or more eligible children, or three or more eligible children not in the care of spouse:.....\$1,800
 - 2. A spouse with one eligible child, or two eligible children not in the care of the spouse:.....\$1,500
 - 3. One eligible child not in the care of the spouse; or the spouse, who had no eligible children at the time of the employee's death, upon reaching age ~~62~~ 60:
.....\$750

11.7 Health Promotion Activities

- A. The State, in an effort to increase morale and productivity, to reduce absenteeism, injuries and illness, and to contain rising health care cost, encourages departments and employees to participate in health promotion and injury prevention activities.
- B. Departments may, based on operational needs, allow employees to participate in State-sponsored on-site health promotion activities.
- C. State-sponsored on-site health promotion activities may include but are not limited to the following activities held at the work site: seminars, demonstrations, exercise or physical fitness classes, educational forums, blood drives, and flu immunizations.

11.8 Joint Benefits Advisory Committee- New Language

- A. The Union shall participate in the Joint Union/Management Benefits Advisory Committee to review benefits and to make recommendations on cost containment. This committee shall meet as necessary. ~~at least, quarterly.~~ Topics may include, but are not limited to, eligibility, cost containment, number and quality of benefits provided, competitiveness among providers and standardization of benefit design, utilization, promotion and cost, wellness and health promotion. This committee shall be advisory in nature.
- B. The Union may appoint a Unit 16 employee to the Committee who shall serve without loss of compensation. All other expenses shall be the responsibility of each party participating on this committee.
- C. The Department of Personnel Administration will provide necessary staff to support the Committee.

11.9 Industrial Death Or Disability

- A. ~~The Union agrees to support legislation to establish Government Code Section 20038.5~~ 20047 and amend Government Code Section ~~24022.2~~ 21159 as follows:
~~Section 20038.5 is added to the Government Code, to read:~~
 - 1. ~~20038.5-~~ 20047 "Industrial" with respect to State miscellaneous members means death or disability resulting from an injury which is a direct consequence of a violent act perpetrated on his or her person by 1) a patient or client of the State Department of Mental Health at Patton State Hospital or Atascadero State Hospital, or 2) an inmate at the DMH Psychiatric Program at CMF Vacaville or 3) a patient or inmate at any other State facility in which employees participate in the State's safety membership retirement system if:
 - a. The member was performing his or her duties within a treatment ward at the time of the injury, or
 - b. The member was not within a treatment ward but was acting within the scope of his or her employment at the hospital and is regularly and substantially as part of his or her duties in contact with such patients or clients, and
 - c. The member at the time of injury was employed in a state bargaining unit for which a Memorandum of Understanding has been agreed to by the State employer and the recognized employee organization to become subject to this section, or
 - d. The member was either excluded from the definition of State employee in subdivision (c) of Section 3513 or was a supervisory employee as defined in Section 3522.1, or was a non-elected officer or employee of the executive branch of government who was not a member of the civil service.

The provisions of this part providing industrial death and disability benefits to State industrial members shall apply to the miscellaneous members described in this section and to any other State member whose death or disability results from an injury under the conditions prescribed in this section.

ARTICLE 12 – PERSONNEL TOPICS

12.1 Adverse Actions

The State Personnel Board shall retain jurisdiction over all adverse actions.

12.2 Investigations

When a Bargaining Unit 16 employee is the subject of an investigation, if the investigation is not concluded within ninety (90) calendar days from the date the employee is notified of the investigation, the employee and the UAPD will be notified in writing of the anticipated completion date of the investigation. If the investigation is not completed within the timeframe contained in the notice, the employer will provide the employee and UAPD written updates every ninety (90) calendar days regarding any additional time needed to complete the investigation.

12.3 Progressive Discipline

The State will use progressive discipline to ensure that there is a fair and appropriate process for correcting employee performance. Progressive discipline is intended to identify problems with a Unit 16 employee's performance and provide the employee with an opportunity to bring the performance up to standard. The parties recognize that an employee's first time offense may require immediate adverse action and this section is not intended to conflict with any of the procedures set forth for disciplinary actions in Government Code Section 19570 et.seq.

12.4 Official Personnel File

- A. Only one complete official departmental personnel file shall be maintained for each employee at a location identified by each State department head or designee.
- B. An employee or his/her representative, if properly authorized by the employee, shall have the right to review and to obtain copies of any material in his/her official personnel file during regular personnel office hours with appropriate prior notice.
- C. The official personnel file shall not be moved from the identified location unless approved by the State department head or designee.
- D. Where the official personnel file is in a location remote from the employee's work location, arrangements may be made to have a complete copy of the file sent to a location specified in writing by the employee.
- E. The State shall maintain the official personnel file as a confidential record which should be available for inspection only to the employee's immediate supervisor or the direct higher line supervision or other persons authorized by the department head or designee.
- F. An employee shall be provided, on a timely basis, with a copy of any performance-related material in his/her official personnel file.

- G. An employee shall have the right to prepare and have entered into his/her official personnel file his/her written response to any performance-related material which is in his/her official personnel file.
- H. Except the performance appraisal report, probationary reports and adverse actions, any negative performance-related material shall be removed from the employee's personnel file and destroyed within two (2) years from date of entry, if there has been no further documentation of the same or similar behavior. When an employee receives written documentation of a negative nature, the supervisor shall note in writing the time frame it will remain in the file, if less than two (2) years.
- I. An employee shall have the right to request in writing, at any time, the removal of any performance-related material in his/her official personnel file. The State shall provide a written response if such request is denied.

12.5 Performance Appraisal

- A. The performance appraisal system of each department shall include annual written performance appraisals for permanent employees. Such appraisals shall be completed at least once each 12 calendar months after an employee completes the probationary period for the class in which he/she is serving.-
- B. A performance appraisal of a bargaining unit employee shall not be based solely on a numerical rating, statistical analysis, or percentage rating of the employee's professional work.
- C. The State and UAPD encourage periodic informal performance evaluations and conferences between Unit 16 employees and their supervisors to discuss work performance, job satisfaction, and work-related problems. Such conferences shall be held in a private setting.
- D. When a Performance Appraisal Summary results in any "improvement needed" rating, the employee may grieve the evaluation up to and including the third step of the grievance procedure.
- E. A management peer of the employee's profession shall countersign any Unit 16 employee's rating which indicates "I" or Improvement needed and which involves the employee's licensed professional competency.

12.6 Professional Judgment

The parties agree that Unit 16 employees shall not practice, nor shall they be required to practice, in any manner which places their professional license(s) in jeopardy. Professional judgment issues may be the subject of a complaint.

12.7 Malpractice Suit(s)

- A. The department shall, whenever possible, consult with the affected bargaining unit employee(s) prior to the settlement of a malpractice suit. (See Attachment B and B-1).

~~B. The Union and the State will work with the California Medical Board to resolve the issue of complaints filed by inmates/wards/patients/residents/clients within a State facility. If the discussions between the State, Union, and the California Medical Board are not resolved, the State agrees to meet and confer regarding alternative remedies.~~

12.8 Working Conditions

The State shall endeavor to assure that Bargaining Unit 16 employees with direct patient care responsibility shall have adequate resources, and any inadequacy may be a subject of complaint.

12.9 Office Space

The State agrees to make a reasonable effort to provide enclosed office space to permanent full-time Unit 16 employees who have confidentiality needs. It is understood by both parties that existing office space in institutions, field offices and headquarters locations may be altered where feasible.

When a major move involving Unit 16 employees to other than existing space is planned, UAPD shall be notified at the earliest feasible time and shall be invited to meet and discuss the proposed space plans.

12.10 Annual Physical

If the initial and annual physical examinations are not provided for by the State, the employee may have the examination done by a physician of his/her own choice without loss of compensation. However, if the initial and annual physical examinations are made available by the State and the employee prefers his/her own personal physician, then the time spent for this purpose shall be charged to sick leave and the cost of the examination shall be at the expense of the employee. An employee must have prior approval, for operational reasons, to leave the work site to take a physical examination.

12. 11 Out Of Classification Assignments

A. Notwithstanding Government Code Sections 905.2, 19818.8, 19818.16, and 19823, an employee may be required to perform work other than that described in the specification for his/her classification for up to 120 consecutive calendar days during any 12-month period. An employee may be assigned to work out of class for more than 120 consecutive days only with approval of the Department of Personnel Administration (DPA). Out-of-class work is defined as, more than 50 percent of the time, performing the full range of duties and responsibilities allocated to an existing class and not allocated to the class in which the person has a current, legal appointment.

- B. If a department head or designee requires an employee to work in a higher classification for more than 15 consecutive calendar days, the employee shall receive the rate of pay the employee would have received if appointed to the higher class for the entire duration of the assignment, not to exceed one year. No employee may be compensated for more than one (1) year of out-of-class work for any one approved out-of-class assignment. For the purpose of this section, a higher classification is one with a salary range maximum that is any amount higher than the salary range maximum of the classification to which the employee is appointed.
- C. The State shall not rotate employees in and out of out-of-class assignments for the sole purpose of avoiding payment of an out-of-class differential.
- D. If any dispute arises about out-of-class work, position allocation, or other allegation of performing duties not assigned to an employee's class, an employee may file a grievance, and the decision reached at Step 4 (DPA) of the grievance procedure shall be final and binding. Approved out-of-class grievances shall be compensated retroactively for a period no greater than one (1) year preceding the filing of the grievance.

12.12 Department Reports for Unit 16 Positions

The departments having employees covered by the Unit 16 Agreement shall provide the Union quarterly whatever is normally available in report form to each department concerning the unfilled, new and vacant positions in Unit 16.

ARTICLE 13 - HEALTH AND SAFETY

13.1 Health And Safety Committees

- A. The State shall attempt to provide a safe and healthy work place for State employees. UAPD agrees that it shares responsibility for this effort, as do State employees.
- B. Recognizing this responsibility, the parties agree that Joint UAPD/Management Health and Safety Committees are appropriate in many areas of State employment. At UAPD's request, each department shall establish at least one Joint UAPD/Management Health and Safety Committee. Additional Joint UAPD/Management Health and Safety Committees may be established as appropriate for the larger departments.
- C. Joint UAPD/Management Health and Safety Committees may consist of no more than one representative in the area served by each Joint UAPD/Management Health and Safety Committee. The State may appoint an equal number of State representatives.
- D. The Committee shall meet at least quarterly for the purpose of discussing safety problems and recommending appropriate actions, making recommendations from time to time on the subjects of safety, safety promotion, and how to encourage employees to be more conscious of safety.
- E. Employees appointed to serve on the Committee shall serve without loss of compensation.
- F. When an employee in good faith believes that he/she is being required to work where a clear and present danger exists, he/she will so notify his/her supervisor. The supervisor will immediately investigate the situation and either direct the employee to temporarily perform some other task or proclaim the situation safe and direct the employee to proceed with his/her assigned duties. If UAPD or the employee still believe the unsafe condition exists, UAPD or the employee may file a grievance alleging a violation of this Section at Step 2 of the grievance procedure.
- G. To the extent permitted by law, all copies of employee occupation injury reports will be furnished to the appropriate Joint UAPD/Management Health and Safety Committee and remain confidential.

13.2 On-the-Job Injury Reports

Within sixty (60) calendar days after the end of each calendar year, each State department with Bargaining Unit 16 employees will provide the UAPD written reports of on-the-job injuries and illnesses of Unit 16 employees in the department, by facility, during the prior calendar year.

13.3 CDCR Training for Unit 16 Employees

The Department of Corrections and Rehabilitation (CDCR) recognizes the need to provide information necessary for the personal protection of its employees, taking into

consideration the various work environments and the inherent risks of various job assignments. Upon request of the UAPD, a local Warden or Health Care Manager (HCM) or designee will meet with the UAPD regarding the safety concerns of the union. The UAPD and CDCR representatives will identify available self protection training materials. Based on CDCR resources currently available for this purpose, the CDCR and UAPD representatives will develop and implement a safety training program which addresses the UAPD's safety issues.

6.13 13.XX Health And Safety Grievance

All Health and Safety grievances deemed necessary for expedited processing shall first be appealed directly to the second level of the grievance procedure pursuant to the modified time limits set forth below:

A. Health and Safety Grievance – Step 1 ~~2~~

1. If the grievant is not satisfied with the decision rendered by his/her supervisor pursuant to Section 6.6 of this Article, the grievant may appeal the decision within fourteen (14) calendar days after receipt of the decision to a designated supervisor or manager identified by each department head as the ~~second~~ first level of appeal.
2. Within five (5) calendar days after receipt of the appealed grievance, the person designated by the department head as the ~~second~~ first level of appeal shall respond in writing to the grievance.

B. Health and Safety Grievance – Step 2 ~~3~~

1. If the grievant is not satisfied with the decision rendered pursuant to Step 1 ~~2~~, the grievant may appeal the decision within fourteen (14) calendar days of receipt to a designated supervisor or manager identified by each department head as the ~~third~~ second level of appeal. ~~If the department head or designee is the second level of appeal the grievant may bypass Step 3.~~
2. Within fourteen (14) calendar days after receipt of the appealed grievance, the person designated by the department head as the ~~third~~ second level of appeal shall respond in writing to the grievance.
3. If the grievance is not resolved at Step 3 ~~2~~, within thirty (30) calendar days after receipt of the ~~third~~ second step response UAPD shall have the right to submit the grievance to arbitration.

C. The selection of the arbitrator shall be in accordance with Section 6.12b of this Article and the case must be before an arbitrator within twenty (20) calendar days.

ARTICLE 14 - EMPLOYEE MOVEMENT

14.1 Voluntary Transfers

An employee may request a geographic transfer to a position in the same classification within his/her facility or department. Requests for transfer shall be made in writing to the facility supervisor or designee and shall remain ~~valid for one year~~ on file for 90 days unless withdrawn or renewed by the employee. ~~If selected to fill an available vacancy, the employee shall not be entitled to relocation expenses. If not selected to fill a vacant position, the employee shall be advised in writing of the approval or denial of the request regarding the reason for the denial within 60 90 days from the date of the request. of the denial.~~

14.2 Involuntary Transfers

When an employee is involuntarily transferred, which reasonably requires the employee to permanently change his/her place of residence, the employee shall be given a 60-day written notice of the effective date of the transfer. The notice shall set forth why the employee is being transferred. The 60-day notice may be waived by the employee. Selection of the employee to be transferred shall be made based upon the needs of the State. The State shall not make an involuntary transfer requiring a change in residence for the purpose of harassment or reprisal.

14.3 Appeal Of Involuntary Transfer

- A. An involuntary transfer which reasonably requires an employee to change his/her residence may be grieved under Article 6 only if the employee believes it was made for the purpose of harassing or disciplining the employee. If the appointing authority or the Department of Personnel Administration disapproves the transfer, the employee shall be returned to his or her former position; shall be paid the regular travel allowance for the period of time he/she was away from his/her original headquarters; and his/her moving costs both from and back to the original headquarters shall be paid in accordance with the Department of Personnel Administration law and rules.
- B. An appeal of an involuntary transfer which does not reasonably require an employee to change his/her residence shall not be subject to the grievance and arbitration procedure. It shall be subject to the complaint procedure if the employee believes it was made for the purpose of harassing or disciplining the employee.
- C. An involuntary transfer which reasonably requires a change in residence shall be initiated by the State only after no qualified volunteers could be obtained from the Bargaining Unit 16 employees in the state facility or institution involved. Qualified is defined as meeting the necessary skills and abilities, staffing needs and operational needs of the department.

14.4 Moving And Relocation Expenses

Whenever an employee is reasonably required by the State to change his or her place of residence, the State shall reimburse the employee for approved items in accordance

with the lodging, meal and incidental rates and time frames established in Section 10.3 and in accordance with the existing requirements, time frames and administrative rules and regulations for reimbursement of relocation expenses that apply to excluded employees.

ARTICLE 15 – LAYOFF

15.1 Layoff And Reemployment

- A. APPLICATION. Whenever it is necessary because of lack of work or funds, or whenever it is advisable in the interest of economy to reduce the number of permanent and/or probationary employees (hereinafter known as "Employees") in any State agency, the State may layoff employees pursuant to this Section.
- B. AREA OF LAYOFF. The department determines the area of layoff, including designated geographical, organizational or functional subdivision of a State agency.
- C. ORDER OF LAYOFF. Employees shall be laid off in order of seniority pursuant to Government Code Sections 19997.2 through 19997.7, and applicable State Personnel Board and DPA rules regulations.
- D. NOTICE. Employees compensated on a monthly basis shall be notified thirty (30) calendar days in advance of the effective date of layoff. Where notices are mailed, the thirty (30) calendar-day time period will begin to run on date of mailing of the notice. The State agrees to notify the Union no later than sixty (60) calendar days prior to the actual date of layoff. Such notification shall contain: the reason for the proposed layoff; the anticipated classes affected; the number of employees in each class; the estimated number of surplus employees in each class, and the proposed effective date of the layoff.
- E. TRANSFER OR DEMOTION IN LIEU OF LAYOFF. The State may offer affected employees a transfer or a demotion in lieu of layoff to another position deemed appropriate by the department, pursuant to Government Code Sections 19997.8 through 19997.10 and applicable Department of Personnel Administration Rules. If an employee refuses a transfer or demotion, the employee shall be laid off.
- F. REDUCING THE ADVERSE AFFECTS OF LAYOFF. Whenever the State determines it necessary to layoff employees, the State and the Union shall meet in good faith to explore alternatives to laying off employees such as, but not limited to, voluntary reduced work time, retraining, early retirement, and unpaid leaves of absence.
- G. REEMPLOYMENT. In accordance with Government Code Sections 19997.11 and 19997.12, the State shall establish a reemployment list by class for all employees who are laid off. Such lists shall take precedence over all other types of employment lists for the classes in which employees were laid off. Employees shall be certified from reemployment lists in accordance with Sections 19056 and 19056.5 of the Government Code.
- H. STATE SERVICE CREDIT FOR LAYOFF PURPOSES. In determining seniority scores, one point shall be allowed for each qualifying monthly pay period of full-time State service regardless of when such service occurred. A pay period in which a full time employee works eleven (11) or more days will be considered a qualifying pay period except that when an absence from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days falls into two consecutive qualifying pay periods, the second pay period shall be disqualified.

- I. APPEALS. Any dispute regarding the interpretation or application of any portion of this layoff provision shall be resolved solely through the grievance and arbitration article of this contract.

15.2 Alternative To Layoff

- A. The State may reduce the number of hours an employee works as an alternative to layoff. No employee shall have his/her hours of work reduced for more than a cumulative total of two months in any calendar year. Prior to the implementation of this alternative to a layoff, the State will notice and meet and confer with the UAPD on the use of this alternative.
- B. Employees who have had their hours of work reduced pursuant to this Section shall receive a proportionate reduction in salary, retirement credits, sick leave accrual, vacation leave accrual, holiday pay and seniority. Employees shall continue to receive the full State contribution to health and dental plans as provided in Article 11 of this Agreement.

ARTICLE 16 – MISCELLANEOUS

16.1 Medical Staff By-Laws

- A. Where there is an organized medical staff, there shall be Medical Staff by-laws. In hospitals where there are ten (10) or more full-time Bargaining Unit 16 employees providing direct patient care, they may form an organized medical staff. ~~Youth Authority~~ Division of Juvenile Justice within CDCR currently has no hospitals which are covered by this Provision.
- B. It is the intent of CDCR ~~the State Department of Corrections~~, at institutions where there is a Department of Mental Health psychiatric program, to have one organized medical staff who, under the bylaws can elect their own officers, in accordance with the requirements of Title 22. Both physicians employed by the Department of Mental Health psychiatric unit and the physicians employed by CDCR ~~the Department of Corrections~~ shall be members under the bylaws.

This provision is not subject to the grievance and arbitration clause of the contract.

16.2 Peer Review

Peer review shall be a committee of the organized medical staff and its makeup is a prerogative of the medical staff to be determined in the Medical Staff by-laws.

In facilities with medical staffs all questions of professional competence may be referred to peer review for review and recommendation. Based on the peer review a recommendation for disciplinary action may be made.

16.3 Medical Staff/Hospital Management Committees

To facilitate communications and to provide quality client/patient care, hospital management shall, upon written request, meet on a quarterly basis with representatives of the organized medical staff to discuss clinical issues and problems which would result in increasing quality medical care. The intent of these meetings shall be to discuss professional concerns. Participants may submit agenda items in advance of the meeting. During these meetings, hospital management may seek medical staff input on major medical purchases or requisitions and seek the input of Unit 16 employees on health care policy. One UAPD steward and one departmental labor relations officer may attend the meetings of the committees. The State will record and distribute minutes of these meetings. By mutual agreement there can be departmental level meetings between the parties on these items. Participants shall attend without loss of compensation.

16.4 Productivity Criteria Committee

- A. The State employer or designee and UAPD agree to the formation of a Joint Productivity Criteria Committee comprised of the Departments of Health Services and Social Services, and UAPD.

- B. The purpose of the Committee is to meet semi-annually or as needed to discuss productivity criteria within the Departments of Health Services and Social Services. The Committee shall normally include three (3) representatives from UAPD and three (3) representatives from the State; the Union and State representatives will be selected from the respective department(s) whose criteria is under review. Participation can be altered by mutual agreement.
- C. It is the intent of the departments to discuss any changes in the current or future productivity criteria with the Committee prior to implementation. The department will give consideration to the ideas, concerns and proposals made by the Union designees. The Union recognizes the department's right to evaluate performance and the method of evaluation.
- D. Participation on the Committee shall be subject to the operating needs of the departments without loss of compensation.
- E. The Committees meet and discuss items, may include, but are not limited to:
 - 1. establishment of productivity criteria;
 - 2. changes in existing productivity criteria;
 - 3. ensuring Unit 16 employees are aware of productivity criteria affecting them.
- F. The State will record and distribute, in a timely manner, the minutes of the meetings.

16.5 Legislation

~~The Union will endeavor to notify the Department of Personnel Administration, and the Department of Personnel Administration will endeavor to notify the Union, on any legislation it sponsors which, to its knowledge, has an effect on the Unit 16 collective bargaining agreement.~~

16.6 Contracting Out

A. Purpose

~~The union has presented evidence that the State departments are presently contracting out work appropriately done by Unit 16 employees, and that said contracting results in unnecessary additional costs to the State. Thus, t~~
 The purpose of this section is to guarantee that the State does not incur unnecessary, additional costs by contracting out work appropriately performed at less expense to the State by Unit 16 employees, consistent with the terms of this section. In achieving this purpose the parties do not intend this section to expand the State's ability to contract out for personal services. The parties agree that this section shall not be interpreted or applied in a manner which results in a disruption of services provided by state departments.

B. Policy Regarding Personal Services Contracts and Cost Savings

Except in extremely unusual or urgent, time-limited circumstances, or under other circumstances where contracting out is recognized or required by law, Federal mandate, or court decisions/orders, the State must make every effort to hire, utilize and retain Unit 16 employees before resorting to the use of private contractors.

Contracting may also occur for reasons other than cost savings as recognized or required by law, Federal mandate, or court decisions/orders.

~~C. Information Regarding Contracts to Be Let~~

1. Departments will provide UAPD's designated representative with copies of Request for Proposals (RFPs) and Invitations for Bid (IFBs) for personal services contracts when released for publication if they call for services found in Unit 16 class specifications.
2. To the extent that a department is preparing to enter into a contract (or amend a contract) and it does not require an RFP or IFB, the department shall provide UAPD's designated representative with a copy of the Standard Form 215 (or its departmental equivalent) if and when the Form 215 is completed (but no less than five (5) calendar days thereafter) provided the contract is or will be for services found in Unit 16 class specifications. If the Form 215 contains confidential or proprietary information, it shall be redacted as discussed below in subsection D(2).
3. The purpose of this subsection (C) is to provide UAPD with notice and an opportunity to present alternatives which mitigate or avoid the need for contracting out, while still satisfying the needs of the State to provide services. Directors (or their designee) shall therefore meet with UAPD for this purpose, if requested by UAPD.

~~D. Labor/Management Committee to Review Personal Service Contracts In Existence~~

- ~~1. A State Joint labor/management committee shall be established. It shall consist of representatives of UAPD, the Department of Personnel Administration, the Department of Finance and affected departments. The first meeting of this committee shall occur no later than 10 working days from ratification of the MOU, and shall be for purposes of determining the procedures by which the committee will operate. An initial review of all currently existing contracts as requested by the committee shall be completed within six (6) months from ratification of this agreement. However, if this deadline cannot be met due to the number or complexity of existing contracts for review, the committee may mutually agree to extend this deadline.~~
2. 1. Upon request of the committee (or either party on the committee) UAPD each department shall submit copies of any or all personal services contracts that call for services found in Unit 16 class specifications. For each contract, departments shall provide additional documents establishing the number, scope, duration, justification, total costs of all such contracts, and payment of all overhead and administrative costs paid through each contract, provided it does not disclose confidential or proprietary information, in which case it shall be redacted as discussed below. The requested contract and related information shall be provided as soon as reasonably possible. ~~The parties expect that this shall be provided no more than 21 calendar days following the request by the joint labor/management committee~~ UAPD, or longer if mutually agreed. ~~if approved by the committee.~~ This shall include contracts that may otherwise be protected from public disclosure, if they provide for services found in Unit 16 class specifications. However, the State may redact those portions of protected contract(s) that are proprietary, necessary to protect the competitive nature of the bid process, and that which does not pertain to the costing of personnel services found in Unit 16

classes. The goal shall be to protect against disclosure of information which should remain confidential, while at the same time providing the ~~committee~~ UAPD with sufficient information to determine whether unnecessary, additional costs are being incurred by contracting out work found in Unit 16 class specifications. Costing information provided to the ~~committee~~ UAPD for protected contracts shall include total personnel costs for personnel services found in Unit 16 classifications plus any overhead charges paid to the contractor for these services, provided such disclosure does not breach confidentiality requirements or include proprietary information.

- ~~3. Within 10 workdays after receipt of the personal service contracts and associated documents as provided for in paragraph D(2) above, the committee shall begin reviewing the contracts. The committee shall examine the contracts based on the purpose of this section, the terms of the contracts, all applicable laws, Federal mandates and court decisions/orders. In this regards, the committee will consider which contracts should and can be terminated immediately, which contracts will take additional time to terminate, which contracts may continue (for how long and under what conditions) and how (if necessary and cost effective) to transition contract employees or positions into civil service. All determinations shall be through express mutual agreement of the committee. Committee determinations regarding contracts let by the Department of Corrections shall be subject to the restrictions set forth in subsection F below.~~
- ~~4.~~ 2. The ~~committee~~ UAPD will continue to meet with departments as necessary to examine personal services contracts which have been let.
- ~~5.~~ E. If savings are generated by the termination of personal service contracts under this provision, it is the intent of the State to implement findings agreements of the UAPD and the department of the committee for utilization of said savings. Such findings agreements may include:
 - ~~a.~~ 1. Contributing toward position reductions which would otherwise be accomplished by the layoff, salary reduction or displacement of Unit 16 employees;
 - ~~b.~~ 2. Enabling the employment of Unit 16 employees for services currently performed by contractors;
 - ~~c.~~ 3. Enabling of the conversion to Unit 16 civil service employment of qualified contract employees who wish to become State employees, as otherwise permitted by law, regulations, provisions of the contracts and resolutions by the State Personnel Board.
 - ~~d.~~ 4. Providing timely, adequate and necessary recruitment efforts. These efforts may include focused recruitment, publicizing in professional journals, use of the media, job fairs, expedited hiring, expedited background checks, spot testing authorized by the SPB, State employee registries, and recruitment and retention incentives.
 - ~~e.~~ 5. Such other purposes as may be mutually agreed upon by the joint labor/management committee.

~~E. Displacement Avoidance~~

- ~~1. The objective of this subsection is to ensure that Unit 16 employees have preference over contract employees consistent with, but not limited to the following principles:
 - ~~a. The duties at issue are consistent with the Unit 16 employee's classification;~~
 - ~~b. The Unit 16 employee is qualified to perform the job, and;~~
 - ~~c. There is no disruption in services.~~~~
- ~~2. To avoid or mitigate Unit 16 employee displacement for lack of work, the appointing power shall review all existing personal services contracts to determine if work consistent with the affected employee's classification is being performed by a contractor. Displacement includes layoff, involuntary demotion, involuntary transfer to a new class, involuntary transfer to a new location requiring a change of residence, and time based reductions. If the joint labor/management committee that reviews personal services contracts determines that the terms and purpose of the contract permit the State to assign the work to a Unit 16 employee who would otherwise be displaced, this shall be implemented consistent with the other terms of this section. The State and UAPD shall meet and confer for purposes of entering into an agreement about the means by which qualified employees are notified and provided with such assignments. This shall include developing a process that ensures that savings realized by terminating the contract and reassigning the work to a Unit 16 employee to avoid displacement, are utilized to offset that employee's moving and relocation costs, the amount of which shall be consistent with Section 10.3 of the parties' collective bargaining agreement.~~

~~F. Department of Corrections~~

- ~~1. This section shall not be applicable to the Department of Corrections until such time as it has been approved by the Federal court special master(s). Nothing in this section shall be interpreted or applied in such a manner as to interfere with Federal court orders, the authority of the Federal court or the authority of the special masters.~~
- ~~2. The Department of Corrections shall present this section to the special master(s) immediately in writing upon ratification of this agreement. The parties agree to make themselves immediately in writing upon ratification of this agreement. The parties agree to make themselves immediately available to meet with the special master, on a schedule determined by the special master.~~
- ~~3. No contract for services by the Department of Corrections shall be prohibited, modified, restricted or terminated by virtue of this memorandum of understanding or by operation of the joint labor management committee established by this memorandum of understanding without approval of the Special Masters in *Madrid v. Alameida et al* (as it pertains to contracts effecting Pelican Bay State Prison), and/or the Special Master in the *Coleman* litigation (as it pertains to contracts affecting *Coleman* class members), and/or counsel for the parties in the *Plata* litigation or the *Plata* court (as it pertains to contracts affecting medical care for *Plata* class members).~~

- ~~4. If this section is not approved by the special master the parties agree to reopen negotiations for the purpose of agreeing on an alternative contracting out provision, with the goal of satisfying the concerns of the Federal court and UAPD.~~
1. Nothing in this section shall be interpreted or applied in such a manner as to interfere with the State or Federal court orders, the authority of the State or Federal courts or the authority of the special masters or receiver.

~~G. Relationship Between This Section and Related Statutes~~

~~The State is mindful of the constitutional and statutory obligations (e.g. Govt. Code § 19130) as it pertains to restriction on contracting out. Thus, nothing in this section is intended to interfere with pursuit of remedies for violation of these obligations as provided by law (e.g. Public Contract Code § 10337).~~

ARTICLE 17 - COVERAGE AND TERM

17.1 Entire Agreement

- A. This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein, and any other prior or existing understanding or agreement by the parties, whether formal or informal, written or oral, regarding any such matters are hereby superseded. It is agreed and understood that each party to this Agreement voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this Agreement. With respect to other matters within the scope of negotiations, negotiations may be required during the term of this Agreement as provided in Item b, of this Section.
- B. The parties agree that the provisions of this Section shall apply only to matters which are not covered in this Agreement.

The parties recognize that during the term of this agreement it may be necessary for the State to make changes in areas within the scope of negotiations. Where the State finds it necessary to make such changes, the State shall notify UAPD of the proposed change prior to its implementation.

- C. The parties shall undertake negotiations regarding the impact changes would have on the employees in Unit 16 when all three of the following exists:
 - 1. Where such changes would affect the working conditions of a significant number of employees in Unit 16;
 - 2. Where the subject matter of the change is within the scope of representation pursuant to Ralph C. Dills Act;
 - 3. Where UAPD requests to negotiate with the State.
- D. The phrase "significant number" shall mean:
 - 1. A majority of Unit 16 employees in the Bargaining Unit, a department, a hospital, an institution, or a facility (Health Services, Social Services and Parole Offices) with five or more Unit 16 employees.
 - 2. A majority of the employees within an occupation such as Podiatrists or Physician and Surgeon.

Any agreement resulting from negotiations under this Article shall be executed in writing and shall become an addendum to this Agreement.

If the parties are in disagreement as to whether a proposed change is subject to this Section, such disagreement may be submitted to the grievance procedure for resolution. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted to mediation pursuant to the Section 3518 of ~~17.2 Supersession~~ Ralph C. Dills Act.

17.2 Supersession

The following enumerated Government Code Sections and all existing rules, regulations, standards, practices, and policies which implement the innumerable Government Code Sections are hereby incorporated into this Agreement. All Government Code Sections which are supersedable are to remain in force. However, if any other provision of this Agreement alters or is in conflict with any of the Government Code Sections enumerated below, the Agreement shall be controlling and supersede said Government Code Sections or parts thereof and any rule, regulation, standard, practice or policy implementing such provisions. The Government Code Sections listed below are cited in Section 3517.6 of the Ralph C. Dills Act.

1. General

19824 Establishes monthly pay periods.

19839 Provides lump sum payment for unused vacation accrued or compensating time off upon separation.

2. Step Increases

19829 Requires DPA to establish minimum and maximum salaries with intermediate steps.

19832 Establishes annual merit salary adjustments (MSA's) for employees who meet standards of efficiency.

19834 Requires MSA payments to qualifying employees when funds are available.

19835 Provides employees with the right to cumulative adjustments for a period not to exceed two years when MSA's are denied due to lack of funds.

19836 Provides for hiring at above the minimum salary limit in specified instances.

3. Holidays

19853 Establishes legal holidays.

19854 Provides for personal holiday.

4. Vacations

19858.1 Defines amount earned and methods of accrual by full-time employees.

19856 Requires DPA to establish rules regulating vacation accrual for part-time employees and those transferring from one State agency to another.

19856.1 Requires DPA to define the effect of absence of 10 days or less on vacation accrual.

19863 Allows vacation use while on temporary disability (due to work-incurred injury) to augment paycheck.

19143 Requires DPA to establish rules regarding vacation credit when employees have a break in service over six months.

19991.4 Provides that absence of an employee for a work-incurred compensable

injury or disease is considered continuous service for the purpose of the right to vacation.

5. Sick Leave

19859 Defines amount earned and methods of accrual for full-time and part-time employees.

19861 Allows DPA to define the effect on sick leave credits of absences of 10 days or less in any calendar month.

19862 Permits sick leave to be accumulated.

19862.1 Allows employees who enter civil service from an exempt position within six months to carry unused sick leave credit.

19863 Allows sick leave use while on temporary disability (due to work-incurred injury) to augment paycheck.

19864 Allows the DPA to provide by rule for sick leave without pay for employees who have used up their sick leave with pay.

19866 Provides sick leave accumulation for non-civil service employees.

19143 Requires DPA to establish rules regarding sick leave credit when employees have a break in service over six months.

19991.4 Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to sick leave.

6. Paid Leaves of Absence

19991.3 Jury duty.

19991.5 30-day educational leave for the medical staff and medical technicians of the Veterans' Home.

19991.7 Teachers' educational leave and earned credits subject to DPA rule.

7. Uniforms, Work Clothes, and Safety Equipment

19850 Definitions.

19850.1 Provides for uniform allowances.

19850.3 Requires DPA to establish procedures to determine need for uniforms and the amount and frequency of uniform allowances.

19850.4 Provides for work clothes for purposes of sanitation or cleanliness to be maintained and owned by the State.

19850.5 Provides for initial issuance of required safety equipment at State expense.

8. Industrial Disability Leave (IDL)

19869 Defines who is covered.

19870 Defines "IDL" and "full pay".

19871 Provides terms of IDL coverage in lieu of workers' compensation temporary disability payment.

19871.1 Provides for continued benefits while on IDL.

19872 Prohibits payment of temporary disability or sick leave pay to employees on IDL.

19873 Inapplicability of retraining and rehabilitation provisions of Labor Code to employees covered by IDL.

19874 Allows employees to receive Workers' Compensation benefits after exhaustion of IDL benefits.

19875 Requires three-day waiting period, unless hospitalized or disability more than 14 days.

19876 Payments contingent on medical certification and vocational rehabilitation.

19877 Authorizes DPA to adopt rules governing IDL.

19877.1 Sets effective date.

9. Non-Industrial Disability Insurance (NDI)

19878 Definitions.

19879 Sets the amount of benefits and duration of payment.

19880 Sets standards and procedures.

19880.1 Allows employee option to exhaust vacation prior to NDI.

19881 Bans NDI coverage if employee is receiving unemployment compensation.

19882 Bans NDI coverage if employee is receiving other cash payment benefits.

19883 Provides for discretionary deductions from benefit check, including employer contributions; employees do not accrue sick leave or vacation credits or service credits for any other purpose.

19884 Filing procedures; determination and payment of benefits.

19885 Authorizes DPA to establish rules governing NDI.

10. Life Insurance

~~20750.11 Provides for employer contributions.~~

21400 21600 Establishes group term life insurance benefits.

21404 21604 Provides for Death Benefit from PERS.

21405 21605 Sets Death Benefit at \$5,000 plus 50 percent of one year's salary.

11. Health Insurance

~~22825~~ 22870 Provides for employee and employer contribution.

~~22825.1~~ 22871 Sets employer contribution.

12. Workweek

19851 Sets 40-hour workweek and 8-hour day.

19843 Directs the DPA to establish and adjust workweek groups.

13. Overtime

19844 Directs DPA to establish rules regarding cash compensation and compensating time off.

19848 Permits the granting of compensating time off in lieu of cash compensation within 12 calendar months after overtime worked.

19849 Requires DPA to adopt rules governing overtime and the appointing power to administer and enforce them.

19863 Allows use of accumulated compensable overtime while on temporary disability (due to work-incurred injury) to augment paycheck.

14. Callback Time

19849.1 Allows DPA to set rules and standards for callback time based on prevailing practices and the needs of State service.

15. Deferred Compensation

19993 Allows employees to deduct a portion of their salary to participate in a deferred compensation plan.

16. Relocation Expenses

19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.

17. Travel Expenses

19820 Provides reimbursement of travel expenses for officers and employees of the State on State business.

19822 Provides reimbursement to State for housing, maintenance and other services provided to employees.

18. Unpaid Leaves of Absence

19991.1 Allows the appointing power to grant a one-year leave of absence; assures the employee a right of return.

19991.2 Allows the appointing power to grant a two-year leave for service in a technical cooperation program.

19991.3 Jury duty.

19991.4 Provides that absence of an employee for work-incurred compensable injury or disease is considered as continuous service for purposes of salary adjustments, sick leave, vacation or seniority.

19991.6 Provides one year of pregnancy leave or less as required by a permanent female employee.

19. Performance Reports

19992 Provides for establishment of performance standards by State agencies.

19992.1 Provides for a system of performance reports and allows DPA to enforce adherence to appropriate standards.

19992.2 Requires the appointing power to prepare performance reports and show them to the employee.

19992.3 Requires performance reports to be considered in salary increases and decreases, layoffs, transfers, demotions, dismissals and promotional examinations as prescribed by DPA rule.

19992.4 Allows DPA to establish rules leading to reduction in class and compensation or dismissal for unsatisfactory service.

20. Involuntary Transfers

19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.

19994.1 Authorizes involuntary transfers. Requires 60-day prior written notice when transfer requires change in residence.

19994.2 Allows seniority to be considered when two or more employees are in a class affected by involuntary transfers which require a change in residence.

21. Demotion and Layoff

19143 Requires DPA to establish rules concerning seniority credits for employees with breaks in service over six months.

19997.2 Provides for subdivisional layoffs in a State agency subject to DPA approval. Subdivisional reemployment lists take priority over others.

19997.3 Requires layoffs according to seniority in a class, except for certain classes in which employee efficiency is combined with seniority to determine order of layoff.

19997.8 Allows demotion in lieu of layoff.

19997.9 Provides for salary at maximum step on displacement by another employee's demotion, provided such salary does not exceed salary received when demoted.

19997.10 An employee displaced by an employee with return rights may demote in lieu of layoff.

19997.11 Establishes reemployment lists for laid-off or demoted employees.

19997.12 Guarantees same step of salary range upon recertification after layoff or demotion.

19997.13 Requires 30-day written notice prior to layoff and not more than 60 days after seniority computed.

19998 Employees affected by layoff due to management-initiated changes should receive assistance in finding other placement in State service.

19998.1 Demotion and Layoff

22. Incompatible Activities

19990 Requires each appointment power to determine activities which are incompatible in conflict with or inimical to their employees' duties; provides for identification of and prohibits such activities.

23. Use of State Time

19991 Provides State time for taking civil service examinations including employment interviews for eligibles on employment lists or attending a meeting of DPA or SPB on certain matters.

24. Training

19995.2 Provides for counseling and training programs for employees whose positions are to be eliminated by automation, technological or management-initiated changes.

19995.3 Provides for Department of Rehabilitation to retrain and refer disabled State employees to positions in State service.

17.3 Savings Clause

Should any provision of this Agreement be found unlawful by a court of competent jurisdiction, the remainder of the Agreement shall continue in force. Upon occurrence of such an event, the parties shall meet and confer as soon as practical to renegotiate the invalidated provision(s).

17.4 Duration

Unless a specific provision provides for a different effective date, the terms of the Agreement shall go into effect July 1, 2006, or upon ratification by both the Legislature and the Union and remain in full force through June 30, ~~2006~~ 2008.

- ~~1. Ninety (90) calendar days prior to July 1, 2004, UAPD may notice the State of its intent to begin negotiations on not more than two (2) economic and two (2) non-economic articles of this agreement.~~
- ~~2. Ninety (90) calendar days prior to July 1, 2005, UAPD may notice the State of its intent to begin negotiations on not more than two (2) economic and two (2) non-economic articles of this agreement.~~
- ~~3. In the six-month period prior to the expiration date of the Agreement, the complete Agreement will be subject to renegotiation.~~

ARTICLE 18 – RETIREMENT

18.1 First Tier Retirement Formula (2% @ 55)

- A. The Union and the State (parties) agree to participate in the First Tier Retirement plan as prescribed by law.
- B. The legislative language would provide the enhanced benefit factors to State employees who retire directly from State employment on and after January 1, 2000.
- C. The table below ~~compares~~ represents the current First Tier age benefit factors; ~~to the improved factors that the proposed legislation would place in the part of the Government Code administered by CalPERS.~~

AGE AT RETIREMENT	FACTORS
50	1.100
51	1.280
52	1.460
53	1.640
54	1.820
55	2.000
56	2.063
57	2.125
58	2.188
59	2.250
60	2.313
61	2.375
62	2.438
63 and over	2.500

- D. There would be factors for attained quarter ages, such as 52 $\frac{3}{4}$, that will be included in the proposed legislation. These improved age benefit factors will apply for service rendered on and after the effective date of the memorandum of understanding between the State and the Union. The improved factors will also apply to past service that is credited under the First Tier and the Modified First Tier.
- E. The amount of member contributions required of employees who will be covered under these factors will continue to be 5 percent of monthly compensation in excess of \$513.

F. New employees hired on or after July 1, 2006, will be subject to the 2% @ 55 retirement formula with retirement benefits based on an average monthly pay rate during the 36 consecutive months of employment preceding retirement. Employees in employment prior to July 1, 2006, will remain subject to the 2% @ 55 retirement formula with benefits based on an average monthly pay rate during the 12 months of employment preceding retirement.

The State and Union agree to support legislation that changes the method of computing the average annual compensation earnable for new Miscellaneous and Industrial Members hired on or after July 1, 2006.

18.2 Second Tier Retirement Plan

UAPD and the State agree to participate in the Second-Tier Retirement Plan as prescribed by law. UAPD and the State agree to permit State miscellaneous employees who are in Bargaining Unit 16 and members of the Public Employees' Retirement System to participate in the Second-Tier Retirement Plan effective January 1, 1986. It should also include industrial employees if they are amended into the Two-Tier Plan as prescribed by law.

1. The Second-Tier retirement plan is a noncontributory plan which provides a maximum benefit of 1-1/4 percent of final average salary for each year of credited service at age 65 with a 3 percent cost of living adjustment beginning the second calendar year following retirement. There is a 10-year vesting requirement. The specifics of the Second-Tier plan are outlined in AB 529 (Elder) (Government Code Chapter 674, 1984 Statutes) and 1985 cleanup legislation.
2. An employee's election to participate in the Second-Tier is voluntary but once made, is irrevocable.
3. ~~An employee who elects the Second Tier for all past and future miscellaneous service will be refunded all of the employee's retirement contributions plus interest which are credited to him/her under the First Tier miscellaneous retirement plan.~~

18.3 First Tier Eligibility For Employees In Second Tier

- A. The Union and the State (parties) agree to allow employees who are currently in the Second Tier retirement plan to elect to be covered under the First Tier, as described in this article.
- ~~B. An employee in the Second Tier may exercise the Tier 1 right of election at any time after January 1, 2000. the effective date of this legislation. An employee who makes this election would then be eligible to purchase past Second Tier service. The parties will work with CalPERS to establish more flexible purchase provisions for employees. These include, but are not limited to, increasing the installment period from 96 months (8 years) to 144 months (12 years) or up to 180 months (15 years), and allowing employees to purchase partial amounts of service.~~

- ~~C. New employees who meet the criteria for CalPERS membership will be enrolled in the First Tier plan and have the right to be covered under the Second Tier plan within 180 days of the date of their appointment. If a new employee does not make an election for Second Tier coverage during this period, he or she would remain in the First Tier plan.~~
- C. New employees who meet the criteria for CalPERS membership will be enrolled in the Alternate Retirement Program for the first 24 months of employment. Thereafter, they will be enrolled in the First Tier plan and will have the right to be moved under the Second Tier plan within 180 days of the date of their enrollment in the First Tier plan.
- D. Employees who purchase their past service will be required to pay the amount of contributions they would have paid had they been First Tier members during the period of service that they are purchasing. As required by CalPERS law, the amount will then include interest at 6 percent, annually compounded.

18.4 2.5% @ 55 Retirement Formula For Safety Members

- A. Employees of this unit who are safety members of the Public Employees' Retirement System (CalPERS) are eligible for the 2.5% @ 55 Retirement Formula.
- B. New employees hired on or after July 1, 2006, will be subject to the 2.5% @ 55 retirement formula with retirement benefits based on an average monthly pay rate during the 36 consecutive months of employment preceding retirement. Employees in employment prior to July 1, 2006, will remain subject to the 2.5% @ 55 retirement formula with benefits based on an average monthly pay rate during the 12 months of employment preceding retirement.

The State and Union agree to support legislation that changes the method of computing the average annual compensation earnable for new Miscellaneous and Industrial Members hired on or after July 1, 2006.

18.5 Safety Retirement — Department Of Developmental Services

- ~~A. Bargaining Unit 16 employees working for the Department of Developmental Services who meet the criteria for Safety Retirement as established by the amended Government Code 18717, 19816.20, and 20405.1 will be given the option to either remain in their current retirement status or move to safety retirement when their eligibility is established by the Department of Personnel Administration.~~
- ~~B. Service in Bargaining Unit 16 prior to the effective date of this change shall remain credited under the miscellaneous retirement formula. However, service in another position or department which is defined as state safety service shall be creditable, as provided by Section 20068 of the Government Code.~~
- ~~C. The DDS, DPA, and UAPD shall meet within 60 days after ratification of the MOU in order to determine eligibility for Safety Retirement of BU 16 employees at Porterville Developmental Center. Once eligibility is established, DPA and PERS will implement as expeditiously as possible. For the purposes of this section, eligibility for safety retirement is defined as more than 50% of the patients are classified as forensic patients.~~

18.6 Alternative Pre-Retirement Death Benefit

A. Employees are eligible to receive an “alternative pre-retirement death benefit” which allows the surviving spouse and dependent children to continue to receive health and dental benefits coverage. The enhanced death benefits is payable to surviving spouses or dependent children who are currently receiving the former death benefit, as would health and dental coverage.

1. Section 21547 of the Government Code is amended, to read:

a. 21547. Notwithstanding any other provision of this article requiring attainment of the minimum age for voluntary service retirement to him or her in his or her last employment preceding death, upon the death of a state member on or after January 1, 1993, who is credited with 20 years or more of state service, the surviving spouse, or eligible children if there is no eligible spouse, may receive a monthly allowance in lieu of the basic death benefit. The board shall notify the eligible survivor, as defined in Section 21546, of this alternate death benefit calculate the monthly allowance that shall be payable

(1) To the member's surviving spouse, an amount equal to what the member would have received if he or she had retired for service at minimum retirement age on the date of death and had elected Option Settlement 2 and Section 21459.

(2) To the children under age 18 collectively if there is no surviving spouse or the spouse dies before all of the children of the deceased member are age 18, an amount equal to one-half of and derived from the same source as the unmodified allowance the member would have been entitled to receive if he or she had retired for service at minimum retirement age on the date of death. No child shall receive any allowance after marrying or attaining the age of 18. As used in this section, a “surviving child” includes a posthumously born child of the member.

This section shall only apply to members employed in state bargaining units for which a memorandum of understanding has been agreed to by the state employer and the recognized employee organization to become subject to this section, members who are excluded from the definition of state employees in subdivision (c) of Section 3513, and members employed by the executive branch of government who are not members of the civil service.

(3) For purposes of this section, “state service” means service rendered as a state employee, as defined in Section 19815. This section shall not apply to any contracting agency nor to the employees of any contracting agency.

2. ~~Section 21547.5 is added to the Government Code, to read: 21547.5. For any survivor or child receiving a monthly allowance provided by Section 21547 prior to January 1, 2000, the effective date of its amendment, the allowance shall be adjusted as of January 1, 2000, to equal an amount that the survivor member would have been entitled to receive eligible to if his or her the member's death had occurred on and after January 1, 2000 the amendment effective date of Section 21547. The adjusted amount would be payable only on and after that amendment effective date January 1, 2000.~~
3. ~~Section 22811.6 of the Government Code is repealed.~~
4. ~~Section 22957.5 of the Government Code is repealed.~~

18.7 Employer-Paid Employee Retirement Contributions

The purpose of this Article is to implement the provisions contained in Section 414(h)(2) of the Internal Revenue Code concerning the tax treatment of employee retirement contributions paid by the State of California on behalf of employees in the bargaining unit. Pursuant to Section 414(h)(2) contributions to a pension plan, although designated under the plan as employee contributions, when paid by the employer in lieu of contributions by the employee, under circumstances in which the employee does not have the option of choosing to receive the contributed amounts directly instead of having them paid by the employer, may be excluded from the gross income of the employee until these amounts are distributed or made available to the employee. Implementation of Section 414(h)(2) is accomplished through a reduction in wages pursuant to the provisions of this Article.

- A. DEFINITIONS. Unless the context otherwise requires, the definitions in this Article govern the construction of this Article.
 1. "Employees." The term "employees" shall mean those employees of the State of California in Bargaining Unit 16 who make employee contributions to the PERS retirement system.
 2. "Employee Contributions." The term "employee contributions" shall mean those contributions to the PERS retirement system which are deducted from the salary of employees and credited to individual employees' accounts.
 3. "Employer." The term "employer" shall mean the State of California.
 4. "Gross Income." The term "gross income" shall mean the total compensation paid to employees in Bargaining Unit 16 by the State of California as defined in the Internal Revenue Code and rules and regulations established by the Internal Revenue Code and rules and regulations established by the Internal Revenue Service.
 5. "Retirement System." The term "retirement system" shall mean the PERS retirement system as made applicable to the State of California under the provisions of the Public Employees' Retirement Law (California Government Code Section 20000, et seq.).
 6. "Wages." The term "wages" shall mean the compensation prescribed in this Agreement.

B. PICK UP OF EMPLOYEE CONTRIBUTIONS.

1. Pursuant to the provisions of this Agreement, the employer shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the employer in lieu of employee contributions.
2. Employee contributions made under Paragraph A of this Article shall be paid from the same source of funds as used in paying the wages to affected employees.
3. Employee contributions made by the employer under Paragraph A of this Article shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.
4. "The employee does not have the option to receive the employer contributed amounts paid pursuant to this Agreement directly instead of having them paid to the retirement system."

C. WAGE ADJUSTMENT.

Notwithstanding any provision in this Agreement on the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the employer pursuant to the provisions hereof.

D. LIMITATIONS TO OPERABILITY.

This Article shall be operative only as long as the State of California pick up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

E. NON-ARBITRABILITY.

The parties agree that no provisions of this Article shall be deemed to be arbitrable under the grievance and arbitration procedure contained in this Agreement.

18.8 ~~Section 401(K)~~ 457 Deferred Compensation Programs

Employees of Unit 16 ~~are to be included~~ may participate in the State of California, Department of Personnel Administration, 401(k) or 457 Deferred Compensation Program.

18.9 Items Excluded From Compensation For Retirement Purposes

- A. The State and UAPD agree that the following items shall be excluded from compensation for the purposes of retirement contributions:
1. Recruitment and Retention Bonus - Avenal and Blythe State Prisons.
 2. Commute Program.

~~18.10 457 Deferred Compensation Program~~

~~Employees in Bargaining Unit 16 may participate in the current State of California, Department of Personnel Administration, 457 Deferred Compensation Program.~~

ARTICLE 19 – PERMANENT INTERMITTENTS

- A. A permanent intermittent position or appointment is a position or appointment in which the employee is to work periodically or for a fluctuating portion of the full-time work schedule. A permanent intermittent employee may work up to 1,500 hours in any calendar year based upon Government Code Section 19100 et seq. The number of hours and schedule of work shall be determined based upon the operational needs of each department. The use of the State Personnel Board Rule 277 is one of the many employment alternatives the appointing power may elect to use to fill vacant positions within a competitive selection process.
- B. Each department may establish an exclusive pool of permanent intermittent employees based upon operational need.
- C. Each department shall provide a permanent intermittent employee with a minimum of 72 hours notice of their work schedule, except when they are called in to fill in for unscheduled absences or for unanticipated operational needs.
- D. Upon mutual agreement, a department head or designee may grant a permanent intermittent employee a period of non-availability not to exceed twelve (12) months during which the employee may not be given a waiver. The period of non-availability may be revoked based on operational needs. An employee on non-available status who files for unemployment insurance benefits shall be immediately removed from such status.
- E. A permanent intermittent employee will become eligible for leave credits in the following manner:
 - 1. **Sick Leave** - A permanent intermittent employee in BU 16 who has completed 160 hours of paid employment will be eligible for up to eight (8) hours of sick leave credit with pay. The hours in excess of 160 hours in a qualifying monthly pay period shall not be counted or accumulated. On the first day of the qualifying monthly pay period following the completion of each period of paid employment, the permanent intermittent employee shall earn eight (8) hours of credit for sick leave with pay subject to the following provisions:
 - a. Sick leave may be requested and taken in fifteen (15) minute increments.
 - b. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on sick leave.
 - c. The administration of sick leave for permanent intermittent employees shall be in accordance with Article 9, Section 9.2, Sick Leave.

- 2. Vacation/Annual Leave:** - A permanent intermittent employee will be eligible for vacation leave credit with pay as defined in Article 9, Section 9.2 1 or 9.9, on the first day of the following qualifying monthly pay period following completion of 960 hours of compensated work. Thereafter, a permanent intermittent employee will be eligible for vacation credit with pay in accordance with the schedule in Article 9, Section 9.2 1 or 9.9, on the first day of the qualifying monthly pay period following completion of each period of 160 hours of paid employment. The hours in excess of 160 hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is a lack of work, a department head or designee may:
- Pay the permanent intermittent employee in a lump-sum payment for accumulated vacation leave credits; or
 - By mutual agreement, schedule the permanent intermittent employee for vacation leave; or
 - Allow the permanent intermittent employee to retain his/her vacation credits; or
 - Effect a combination of a., b., or c. above.
- 3. Holidays:** A permanent intermittent employee will be eligible for holiday pay on a pro rata basis, based on hours worked during the pay period for observed holidays specified in Article 8 of this agreement in accordance with the following chart. If the permanent intermittent employee works on the holiday and has not worked a total of 40 hours in the work week in which the holiday occurs, the employee shall also receive his/her hourly rate of pay for each hour worked.

Hours on Pay Status During Pay Period	Holiday Compensation In Hours for Each Holiday
0 – 10.9	0
11 – 30.9	1
31 – 50.9	2
51 – 70.9	3
71 – 90.9	4
91 – 110.9	5
111 – 130.9	6
131 – 150.9	7
151 or over	8*

*Notwithstanding any other provision, an employee can only accrue up to 8 hours of holiday credit per holiday.

4. **Bereavement Leave:** A permanent intermittent employee may only be granted bereavement leave in accordance with Article 9, Section 9.2, if scheduled to work on the day(s) for which the leave is requested and only for the number of hours the employee is scheduled to work on the day or days. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on bereavement leave.
 5. **Jury Duty:** A permanent intermittent employee may only be granted jury duty leave in accordance with Section 9.5 if the employee is scheduled to work on the day(s) in which the service occurs and only for the number of hours the employee is scheduled to work on the day or days. If payment is made for such time off, the employee is required to remit to the State the fee(s) received. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on jury duty. When night jury duty is required of a permanent intermittent employee, the employee shall be released without loss of compensation for such portion of required time that coincides with the permanent intermittent employee's work schedule. This includes any necessary travel time.
 6. **Non-Industrial Disability Leave:** Where employment is intermittent, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the eighteen (18) monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. A permanent intermittent employee will be eligible for NDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.
- F. Each department will establish a date by which its permanent intermittent employees shall receive their regular pay.
- G. **Dental Benefits:** A permanent intermittent employee will be eligible for dental benefits during each calendar year if the employee has been credited with a minimum of 480 paid hours in one of two control periods. To continue benefits, a permanent intermittent employee must be credited with a minimum of 480 paid hours in a control period or 960 paid hours in two consecutive control periods. For the purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a dental benefit plan within sixty (60) days from the end of the qualifying control period. A retired State employee, who maintained dental benefits in retirement and subsequently reinstates as a permanent intermittent employee, may continue enrollment in a dental plan in the first control period of reinstatement to State service; to continue eligibility after the first control period, the employee must meet the eligibility criteria as outlined previously in this paragraph.

- H. Health Benefits: A permanent intermittent employee will be eligible for health benefits during each calendar year if the employee has been credited with a minimum of 480 paid hours in one of two control periods. To continue benefits, a permanent intermittent employee must be credited with a minimum of 480 paid hours in a control period or 960 paid hours in two consecutive control periods. For the purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a health benefit plan within sixty (60) days from the end of the qualifying control period. A retired State employee, who maintained health benefits in retirement and subsequently reinstates as a permanent intermittent employee, may continue enrollment in a health plan in the first control period of reinstatement to State service; to continue eligibility after the first control period, the employee must meet the eligibility criteria as outlined previously in this paragraph.
- I. Vision Service Plan: A permanent intermittent employee will be eligible for the State's vision services plan during each calendar year if the employee has been credited with a minimum of 480 paid hours in one of two control periods. To continue benefits, a permanent intermittent employee must be credited with a minimum of 480 paid hours in a control period or 960 paid hours in two consecutive control periods. For the purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in the vision service plan within sixty (60) days from the end of the qualifying control period.
- J. Permanent intermittent employees will be entitled to continuation of health, dental, and vision benefits pursuant to Public Law 99-272, Title X, Consolidated Omnibus Reconciliation Act (COBRA).
- K. FlexElect Program: Permanent intermittent employees may only participate in the Pre-Tax Premium and/or the Cash Option for medical and/or dental insurance. Enrollment into the Pre-tax Premium is automatic for permanent intermittent employees who pay out-of-pocket health and/or dental premiums. Permanent intermittent employees choosing the Cash Option must be credited with a minimum of 480 paid hours in the January 1 through June 30 control period. Permanent intermittent employees may receive FlexElect Cash only for the January through June control period, and are not eligible to receive FlexElect Cash for the July through December control period. However they must remain in the FlexElect Program for the entire plan year unless they experience a valid change in status event.
- L. The call-in/scheduling of a permanent intermittent employee and the hours of work an individual permanent intermittent employee may receive shall be applied without prejudice or personal favoritism.
- M. A permanent intermittent employee that is offered a permanent full-time or part-time job within a department shall not be denied release from their permanent intermittent employee position by management.
- N. All remaining conditions of employment that relate to the permanent intermittent employee shall be administered in accordance with existing rule and regulations, unless modified by this Contract.

SIDELETTERS, ADDENDUMS AND ATTACHMENTS

Sideletter 1 – Administrative Representation Fund

The state of California (State) and the Union of American Physician and Dentists (UAPD) agree as follows:

The State shall pay \$150,000 to the UAPD within forty-five (45) days of the ratification of this agreement for the purpose of establishing an administrative representation fund for members of Bargaining Unit 16 working in State facilities which provide health care to forensic patients, wards or inmates.

On July 1, 2004 the State shall pay to the UAPD an additional \$150,000 to continue the administrative representation fund.

On July 1, 2005 the State shall pay to the UAPD an additional \$150,000 to continue the administrative representation fund.

The administrative representation fund will provide representation for Bargaining Unit 16 members who are subjects of complaints filed by, ~~or on behalf of,~~ or the result of forensic patients, wards or inmates with professional licensing boards and excluding all other matters. Specific details of coverage and limitations will be included in a separate statement of coverage. The coverage will be effective within thirty (30) days of receipt of payment by the UAPD.

Upon request, UAPD will provide the State a detailed accounting of how the funds were allocated.

Sideletter 2 – ~~DSS Disability and Adult Programs~~ Determination Service Division - Medical Consultant Bonus Plan

The Department of Personnel Administration (DPA), the California Department of Social Services (CDSS) and the Union of American Physicians and Dentists (UAPD) agree to the following bonus program for compensating Medical Consultant I, Department of Social Services and Medical Consultant I (Psychiatrist), Department of Social Services for processing additional workload.

A. Effective July 1, 2002, ~~the~~ The plan includes the following features:

1. Baseline productivity for full-time Medical Consultants will be 90 cases reviewed for closure per week (Monday through Sunday). This is the level beyond which individual MCs would be eligible for bonus pay when the plan is invoked. This 90 case ~~closures~~ review per week baseline productivity threshold will be prorated within a calendar week (Monday through Sunday) for state holidays and special out-of-office work assignments (e.g., teaching at the RFC Academy). Time off for other leaves such as vacation, sick leave, annual leave, personal holidays, informal time off will not be prorated.
2. Individual Branches will be able to implement the bonus plan, based on the Branch's particular operational situation. To the extent feasible, when invoked by one branch, the bonus plan will be offered to other Bargaining Unit 16 employees who meet the criteria indicated in paragraph A of this Sideletter.

and who work in the other Disability Determination Services Division (DDSD) branches. Bonus cases must be from the branch invoking the Bonus Plan.

3. A Branch will be able to consider invoking the bonus plan when any one of the following three triggers is met:
 - MC full-time Equivalent availability in the Branch falls below 75% of the allocation.
 - Workload exceeds 125% of expected workload in a given month (based on federal projected workload estimates for DAPD prorated to the Branch level).
 - Persistent backlog, despite appropriate actions, as determined by management. ~~the following formula: Number of closures plus number of backlogged cases for four weeks, exceeds the number of MC Full Time Equivalents times 90 times 125% for four weeks.~~
4. The trigger can be limited to either Medical Consultant I, or Medical Consultant I (Psychiatrist), if conditions warrant.
5. The pay per case above baseline when the bonus plan is invoked is \$27.00.
6. For mixed impairment cases that required both a physical MC and psychiatrist or pediatrician MC review, each MC who signs the case will receive full case credit.
7. MC participation in the bonus plan will be voluntary.
8. Use of the Plan is contingent on availability of funding for this purpose.
9. MCs are expected to maintain program requirements with regard to accuracy of case adjudication.
10. Permanent Part-Time MCs may participate in the Bonus Plan. The baseline productivity level will be prorated consistent with the Part-Time MC's time base.
11. Permanent Intermittent MCs are not subject to this program.
12. Program Support Bureau (PSB) MCs may participate in this program on the following basis: The baseline productivity will be prorated based on the percent of time per week the PSB MC does case adjudication.
13. The Department will use an automated tracking system, based on computer input by each MC who reviews a case for closure.
14. The Department may terminate this program upon thirty-calendar days written notice to the union. Both parties agree to meet if necessary prior to termination of the program.

B. Temporary Medical Consultant Bonus Plan – DSS Disability Determination Service Division

Upon ratification of the agreement, the following temporary Medical Consultant Bonus Plan contained in this paragraph of this Sideletter shall temporarily replace the Bonus Plan contained in Paragraph A. This temporary Medical Consultant Bonus Plan shall be effective for three months following ratification of the agreement after which, unless otherwise modified in a subsequent agreement between the

parties, the Department of Social Services' Disability Determination Service Division will revert back to the MC Bonus Plan contained in paragraph A of this Sideletter.

The Temporary Medical Consultant Plan will include the following features:

1. Cases reviewed for closure, rather than cases closed, will be used to calculate bonus compensation. Baseline productivity for full-time Medical Consultants will be 47 cases per week (Monday through Sunday) for mental impairment claims and 55 cases per week (Monday through Sunday) for non-mental impairment claims. This is the level beyond which individual MCs would be eligible for bonus pay when the plan is invoked. This case reviewed for closure per week baseline productivity threshold will be prorated within a calendar week (Monday through Sunday) for state holidays and special out-of-office work assignments (e.g., teaching at the RFC Academy). Time off for other leaves such as vacation, sick leave, annual leave, personal holidays, informal time off will not be prorated.
2. Individual Branches will be able to implement the bonus plan, based on the Branch's particular operational situation. To the extent feasible, when invoked by one branch, the bonus plan will be offered to other Bargaining Unit 16 employees who meet the criteria indicated in paragraph B of this Sideletter, and who work in the other Disability Determination Service Division (DDSD) branches. Bonus cases must be from the branch invoking the Bonus Plan.
3. The plan may be implemented when the backlog of cases for MC review is persistent (i.e., has occurred for at least four weeks) or is expected to be persistent (i.e., expected to occur) for at least four weeks.
4. The trigger can be limited to either Medical Consultant I, or Medical Consultant I (Psychiatrist), if conditions warrant.
5. The pay per case above baseline when the bonus plan is invoked is \$35.00.
6. For mixed impairment cases that require both a physical MC and psychiatrist or pediatrician MC review, each MC who signs the case will receive full case credit.
7. MC participation in the bonus plan will be voluntary.
8. Use of the Plan is contingent on availability of funding for this purpose.
9. MCs are expected to maintain program requirements with regard to accuracy of case adjudication.
10. Permanent Part-Time MCs may participate in the Bonus Plan. The baseline productivity level will be prorated consistent with the Part-Time MC's time base.
11. Permanent Intermittent MCs are not subject to this program.
12. This program does not apply to State Program workload.
13. Program Support (PSB) MCs may participate in this program on the following basis: The baseline productivity will be prorated based on the percent of time per week the PSB MC does case adjudication.
14. The Department will use an automated tracking system, based on computer input by each MC who reviews a case for closure.

15. The Department may terminate this program upon thirty-calendar days written notice to the Union. Both parties agree to meet if necessary prior to termination of the program.

Sideletter 3 – Department of Health Services Dental Consultant I, II, III and Dental Program Consultant

Upon ratification of the entire Agreement by both parties, representatives of DHS and UAPD will meet and confer on the Union's proposal that DHS pay dentist association fees for all affected Unit 16 employees who are required to be members of such associations.

Sideletter 4 – Personal Leave Program

~~Effective July 1, 2003, the State shall implement a mandatory personal leave program for all unit employees. This program shall remain in effect for twelve (12) months from July 1, 2003 through June 30, 2004. After June 30, 2004 employees may voluntarily participate in the personal leave program on a continuing basis.~~

- ~~A. Each full-time employee subject to paragraph b. shall be credited with eight (8) hours of Personal Leave on the first day of the following monthly pay period for each month in the Personal Leave program.~~
- ~~B. Salary ranges and rates shall be changed to reflect the July 1, 2003 general salary increase; however, each full-time employee shall continue to work his/her assigned work schedule and shall have a reduction in pay equal to 5%. In exchange eight (8) hours of leave will be credited to the employee's PLP monthly.~~
- ~~C. Personal leave shall be requested and used by the employee in the same manner as vacation or annual leave. Requests to use personal leave must be submitted in accordance with departmental policies on vacation and annual leave. Personal leave shall not be included in the calculation of vacation/annual leave balances pursuant to Article 9 (Leaves) and Sections 9.1 (Vacation Leave) and 9.9 (Annual Leave).~~
- ~~D. At the discretion of the State, all or a portion of unused personal leave credits may be cashed out at the employee's salary rate at the time the personal leave payment is made. It is understood by both parties that the application of this cash out provision may differ from department to department and from employee to employee. Upon termination from State employment, the employee shall be paid for unused personal leave credits in the same manner as vacation or annual leave. Cash out or lump sum payment for any Personal Leave credits shall not be considered as "compensation" for purposes of retirement. If funds become available, as determined by the Department of Finance, for the Personal Leave program, departments will offer employees the opportunity to cash out accrued personal leave. Upon retirement/separation, the cash value of the employee's personal leave balance may be transferred into a State of California, Department of Personnel Administration Deferred Compensation Program as permitted by federal and state law.~~
- ~~E. An employee may not use any kind of paid leave such as sick leave, vacation, or holiday time to avoid a reduction in pay resulting from the Personal Leave program.~~
- ~~F. A State employee in the Personal Leave program shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and~~

~~enhanced survivor's benefits he or she would have received had the Personal Leave program not occurred.~~

- ~~G. The Personal Leave program shall not cause a break in State service, a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement, leave accumulation, or a merit salary adjustment.~~
- ~~H. The Personal Leave program shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits the employee would otherwise receive or be entitled to receive nor shall it affect the employee's ability to supplement these benefits with paid leave.~~
- ~~I. Part-time employees shall be subject to the same conditions as stated above, on a prorated basis.~~
- ~~J. The Personal Leave Program for intermittent employees shall be prorated based upon the number of hours worked in the monthly pay period.~~
- ~~K. The Personal Leave program shall be administered consistent with the existing payroll system and the policies and practices of the State Controller's Office.~~
- ~~L. Employees on EIDL, NDI, IDL, or Worker's Compensation for the entire monthly pay period shall be excluded from the Personal Leave program for that month.~~

Sideletter 5 – Employee Retirement Contribution Reduction

Employee Retirement Contribution Reduction for Miscellaneous Members

~~If the Board of Administration of the California Public Employees Retirement System (CalPERS) informs the parties in writing that it has determined that the recent temporary arrangement whereby state employees were relieved of paying into their retirement fund may be extended for 12 months and that such an extension would be fiduciarily sound and meet the Board's established actuarial standards, which in turn provides temporary cash flow relief to the State, the parties will agree to the following:~~

- ~~1. Effective the first of the pay period following approval by the CalPERS Board and ratification of the legislature and continuing for 12 monthly pay periods thereafter, the State agrees to the following:~~

~~Employees who are Miscellaneous/Industrial members under the Public Employees' Retirement System (CalPERS), shall have their employee retirement contribution rate reduced from 5.0% of monthly compensation in excess of five hundred and thirteen (\$513) dollars each month to 0.0% of compensation in excess of five hundred and thirteen (\$513) dollars each month.~~

- ~~2. After 12 months, the employee's retirement contribution rate shall be restored to levels in effect on August 30, 2001.~~
- ~~3. The State employer will continue to ensure that pension benefits are properly funded in accordance with generally accepted actuarial practices. In accordance with the provisions of the June 20, 2001 communication to DPA from CalPERS' Actuarial & Employer Services Division, effective the date referenced in paragraph 1 above, the State Employer's CalPERS retirement contribution rate shall incorporate the impact resulting from the temporary reduction in the employee retirement contribution rate. As indicated in the above referenced letter, "10% of the net unamortized actuarial loss shall be amortized each year." However, if the CalPERS Board of Administration alters the amortization scheduled referenced above in the manner~~

~~that accelerates the employer payment obligation, either party to this agreement may declare this section of the Contract and all obligations set forth herein, to be null and void. In the event this Contract becomes null and void, the employee retirement contribution rate shall be restored to levels in effect on August 30, 2001 and the parties shall be obligated to immediately meet and confer in good faith to discuss alternative provisions.~~

Employee Retirement Contribution Reduction for Safety Members

~~If the Board of Administration of the California Public Employees Retirement System (CalPERS) informs the parties in writing that it has determined that the recent temporary arrangement whereby state employees were relieved of paying into their retirement fund may be extended for 12 months and that such an extension would be fiduciarily sound and meet the Board's established actuarial standards, which in turn provides temporary cash flow relief to the State, the parties will agree to the following:~~

- ~~1. Effective the first of the pay period following approval by the CalPERS Board and ratification of the legislature and continuing for 12 monthly pay periods thereafter, the State agrees to the following:~~

~~Employees who are Safety members under the Public Employees' Retirement System (CalPERS) shall have their employee retirement contribution rate reduced from 6.0% of monthly compensation in excess of three hundred and seventeen (\$317) dollars each month to 1.0% of compensation in excess of three hundred and seventeen (\$317) dollars each month.~~

- ~~2. After 12 months, the employee's retirement contribution rate shall be restored to levels in effect on August 30, 2001.~~
- ~~3. The State employer will continue to ensure that pension benefits are properly funded in accordance with generally accepted actuarial practices. In accordance with the provisions of the June 20, 2001 communication to DPA from CalPERS' Actuarial & Employer Services Division, effective the date referenced in paragraph 1 above, the State Employer's CalPERS retirement contribution rate shall incorporate the impact resulting from the temporary reduction in the employee retirement contribution rate. As indicated in the above referenced letter, "10% of the net unamortized actuarial loss shall be amortized each year." However, if the CalPERS Board of Administration alters the amortization scheduled referenced above in the manner that accelerates the employer payment obligation, either party to this agreement may declare this section of the Contract and all obligations set forth herein, to be null and void. In the event this Contract becomes null and void, the employee retirement contribution rate shall be restored to levels in effect on August 30, 2001 and the parties shall be obligated to immediately meet and confer in good faith to discuss alternative provisions.~~

Sideletter 6 – Monthly Recruitment and Retention Differential to be Added to Base Pay

Upon ratification of the entire Agreement, the Department of Personnel Administration and UAPD will meet to review monthly R&R's of Unit 16 employees to determine in which classifications monthly R&R's, or portion thereof, may be added to the base salary. The resulting salary adjustment(s) will be effective July 1, 2004. It is understood by the parties that any salary adjustment must result in the same base salary for each position in a given classification.

Sideletter 7—Mitigation

~~Section 4.10 of the Budget Act recognizes that the Budget Bill approved by the Senate does not provide funds for employee compensation increases that may become effective during the 2003-04 fiscal year, and grants the Director of Finance authority to reduce and reallocate appropriations in the Budget Act in order to ensure the integrity of the 2003 Budget.~~

~~The savings achieved in employee compensation for fiscal year (FY) 03/04 that have been agreed to by the parties shall first be applied to mitigate layoffs during FY 03/04 for Bargaining Unit 16, consistent with the provisions of Section 4.10 of the Budget Act of 2003.~~

~~In applying these savings, the following principles will govern: (a) it is understood that these savings will not be applied to any program reductions beyond the requirements of Section 4.10 of the Budget Act and (b) the union understands that this provision does not obligate the employer to retain any position that is not supported by the work to be done or the organization structure of the affected State agency.~~

~~Footnote: If agreed to, this proposal would take effect at the beginning of the pay period following ratification by the Legislature and the union's membership, unless otherwise indicated by the terms of the proposal.~~

Sideletter 8—Most Favored Nation

~~A. If State Bargaining Units 1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20 or 21 receive an increase in the State's contribution for medical benefits beyond that contributed as of July 2003, and that bargaining unit receives such an increase without agreeing to a Personal Leave Program or similar plan, then the following shall occur:~~

- ~~1. The State shall improve the salary and benefits or other forms of compensation for Bargaining Unit 16 members by an amount equal to the increased contribution for medical benefits in the above-reference bargaining unit;~~
- ~~2. The State and UAPD, as the exclusive representative for Bargaining Unit 16 shall meet and confer over the method of improving the salary and benefits or other forms of compensation, but to the extent no agreement is reached, the improved compensation shall be provided by increasing the employer contribution for Bargaining Unit 16 members' medical benefits.~~

- ~~B. If State Bargaining Units 1, 2, 3, 4, 9, 10, 11, 13, 14, 15, 17, 18, 19, 20 or 21 receive an economic package beyond that provided to Bargaining Unit 16 by virtue of entering into new agreements (those that replace the 2001-03 MOUs), then UAPD, as the exclusive representative for Bargaining Unit 16 may reopen related economic provisions of its MOU and meet and confer in good faith with the State over similar or equivalent increases to be provided to BU 16 members.~~
- ~~C. The terms of this article shall only apply to immediate successor agreements of the bargaining units listed in (B) above.~~

Sideletter 9—Dependent Care

~~The State and the Union recognize the importance of dealing with Work and Family issues. The parties also agree to make available the following programs to State employees utilizing funds from the \$5,000,000 allocated to Work and Family as provided in the current collective bargaining agreement until December 31, 2005, Dependent Care Subsidies.~~

~~The State and the union agree to allocate \$2,000,000 from the Work and Family Fund to establish a dependant care subsidy program for eligible State employees.~~

~~The program shall be administered as follows:~~

- ~~1. Employees may be eligible to receive a one-time subsidy of up to \$1,000 for their qualified dependent as defined by Title 26, Subtitle A, Chapter 1, Subchapter A, Part IV, Subpart A, Section 21 of the Internal Revenue Code.~~
- ~~2. To be eligible for the subsidy, an employee's income may not exceed a monthly base income of \$4,000 or a total of \$48,000 per year. Employees will be required to self-certify their income. A random audit verification of approximately 10 percent of the eligible employees may be conducted. Employees selected in the randomized audit may be required to provide income verification.~~
- ~~3. Employees will be required to enroll and participate in a dependant care reimbursement account in the FlexElect Program. Employees must meet the eligibility criteria for the FlexElect program to be eligible to participate in the subsidy program.~~
- ~~4. Employees will be required to apply for the subsidy. Should the number of employees applying for the benefit exceed the total funds available for subsidies, a lottery will be used to select employees who will receive the subsidy. Only one cash award per year will be awarded to each employee. Married state employees may apply separately, but may not receive more than two \$1,000 awards per family.~~
- ~~5. Employees will be required to reapply for the subsidy program and FlexElect each year.~~
- ~~6. Subsidies will be deposited into dependent care reimbursement accounts on January 1, 2003, January 1, 2004 and January 1, 2005.~~

~~The Department of Personnel Administration shall administer the subsidy program.~~

APPENDIX A (This section will be updated when new information is received)

Note: Pay Differentials are subject to change as a result of Sideletter #6 and/or re-negotiations during the term of the agreement.

<u>Pay Differentials</u>	<u>Pay Differential Number</u>
Recruitment and Retention Differential Pay – Avenal, Chuckawalla Valley, and Ironwood	132
Recruitment and Retention Annual Differential Pay – Calipatria and Centinella State Prisons	135
Recruitment and Retention Differential Pay – Developmental Centers	136
Recruitment and Retention Differential Pay – Unit 16	147
Recruitment and Retention – Unit 16 and Excluded Employees	157
Recruitment and Retention Differential – Northern California Developmental Center	212

PAY DIFFERENTIAL 132
RECRUITMENT AND RETENTION DIFFERENTIAL PAY – AVENAL, CHUCKAWALLA VALLEY,
AND IRONWOOD UNITS 01, 02, 03, 04 06, 09, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, AND
EXCLUDED EMPLOYEES

Established: 1/1/89

Revised: 7/1/98

CLASS TITLE	CLASS CODE	CB/ID	DEPARTMENT
Rank and File:			Prison Industry Authority Department of Corrections: Avenal, Chuckawalla Valley, and Ironwood
All Classes	Various	R01, R02, R03, R04, R06, R09, R10, R11, R12, R13, R14, R15, R16, R17, R18, R19, R20	
Excluded:			
All Supervisory Classes	Various	S01, S02, S03, S04, S06, S09, S10, S11, S12, S13, S14, S15, S16, S17, S18, S19, S20	
All Confidential designated employees	Various	C01, C02, C03, C04, C06, C09, C10, C11, C12, C13, C14, C15, C16, C17, C18, C19, C20	
CEA	7800	M01	
Chief Dentist	7830	M16	
Chief Medical Officer Correctional Facility	7547		
Correctional Administrator, Department of Corrections	9645	M06	
Facility Captain, Correctional Institution	9646		
Correctional Captain	9650		
Warden (Exempt)	9625	E99	

RATE	EARNINGS ID
\$2400 per year (annual payment)	9K

CRITERIA
<p>Employees who are employed at Avenal State Prison, Chuckawalla Valley State Prison, or Ironwood State Prison for 12 consecutive qualifying pay periods after the above designated eligibility dates shall be eligible for the differential, payable 30 days following the completion of every 12 consecutive qualifying pay periods.</p> <p>If any employee voluntarily terminates, transfers, or is discharged prior to completing 12 consecutive qualifying pay periods at Avenal State Prison, Chuckawalla Valley State Prison, or Ironwood State Prison, there will be no pro rata payment for those months served.</p> <p>If an employee moves from one eligible facility to another eligible facility without a break in service and within eligible classifications, qualifying pay periods at each location cumulate.</p> <p>The \$2400 bonus may be prorated if the employee would have otherwise qualified if he/she had not died while employed in a facility which qualifies for the bonus.</p>

If an employee is mandatorily transferred by the department, he/she shall be eligible for a pro rata share for those months served.

If any employee promotes to a different facility or department other than Avenal State Prison, Chuckawalla Valley State Prison, Ironwood State Prison, prior to completion of the 12 consecutive qualifying pay periods, there shall be no pro rata share for those months served.

Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and retention differential based on the total number of hours worked during the 12 consecutive qualifying pay periods.

IF APPLICABLE, SHOULD PAY DIFFERENTIAL BE:

PRO RATED	Yes
SUBJECT TO QUALIFYING PAY PERIOD	Yes
ALL TIME BASES AND TENURE ELIGIBLE	Yes
SUBJECT TO PERS DEDUCTION	No

INCLUSION IN RATE TO CALCULATE THE FOLLOWING BENEFIT PAY

OVERTIME	No/Yes (FLSA)
IDL	Yes
EIDL	Yes
NDI	No
LUMP SUM VACATION	No
LUMP SUM SICK	No
LUMP SUM EXTRA	No

PAY DIFFERENTIAL 135
RECRUITMENT AND RETENTION ANNUAL DIFFERENTIAL PAY – CALIPATRIA AND
CENTINELA STATE PRISONS – UNITS 01, 03, 04, 06, 09, 10, 12, 13, 15, 16, 17, 18, 20, AND
EXCLUDED EMPLOYEES

Established: 07/01/98

Revised: 07/01/98, 07/01/99, 07/01/01

CLASS TITLE	CBID	DATE AMENDED	DEPARTMENT
Rank and File:			
All Classes	R01, R03, R04, R06, R09, R10, R12, R13, R15, R16, R17, R18, R19, R20	7/1/98	A, C
All Classes	R06, R10, R12, R16, R18	7/1/01	B
Excluded:			
All Classes	All CBIDs	7/1/98	A, C
All Classes	S06, M06	7/1/99	B

DEPARTMENT	
A	Department of Corrections, Calipatria State Prison
B	Department of Corrections, Centinela State Prison
C	Prison Industry Authority

RATE	EARNINGS ID
\$2400 per year (annual payment)	9K

CRITERIA
<p>Employees who are employed at Calipatria and Centinella State Prisons for 12 consecutive qualifying pay periods shall be eligible for the differential, payable 30 days following the completion of every 12 consecutive qualifying pay periods.</p> <p>If an employee voluntarily terminates, transfers, or is discharged prior to completing 12 consecutive qualifying pay periods there will be no pro rata payment for those months served.</p> <p>If an employee promotes to a different facility or department not covered in the bargaining unit contract, prior to the completion of 12 consecutive qualifying pay periods, there shall be no pro rata to this recruitment and retention bonus.</p> <p>If an employee moves from one eligible facility to another eligible facility without a break in service and within eligible classifications, qualifying pay periods at each location cumulate.</p> <p>The \$2400 bonus may be prorated if the employee would have otherwise qualified if he/she had not died while employed in a facility, which qualifies for the bonus.</p> <p>If an employee is mandatorily transferred by the department, he/she shall be eligible for a pro rata share for those months served.</p> <p>No payments shall be made prior to August 1, 1999.</p> <p>When an employee is granted a leave of absence, the employee will not accrue time toward the 12 qualifying pay periods. (Refer to each bargaining unit contract language where listed.)</p> <p>Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and retention differential based on the total number of hours worked during the 12 consecutive qualifying pay periods.</p>

IF APPLICABLE, SHOULD PAY DIFFERENTIAL BE:	
PRO RATED	Yes
SUBJECT TO QUALIFYING PAY PERIOD	Yes
ALL TIME BASES AND TENURES ARE ELIGIBLE	Yes
SUBJECT TO PERS DEDUCTION	No

INCLUSION IN RATE TO CALCULATE THE FOLLOWING BENEFIT PAY	
OVERTIME	No/Yes (FLSA)
IDL	Yes
EIDL	Yes
NDI	No
LUMP SUM VACATION	No
LUMP SUM SICK	No
LUMP SUM EXTRA	No

PAY DIFFERENTIALS 136
RECRUITMENT AND RETENTION DIFFERENTIAL PAY – DEVELOPMENTAL CENTERS UNITS
03, 04, 07, 15, 16, 17, 18, 19, 20, AND EXCLUDED EMPLOYEES

Established: 2/1/99

Revised: 9/1/99, 7/1/00, 8/17/01

CLASS TITLE	CLASS CODE	CB/ID	RATE	EARNINGS ID	DEPT
Rank and File:					
Teacher – Mentally Retarded Children	2338	R03	4	8AGN	A
Teacher – State Hospitals (Severely Handicapped, Developmentally Disabled)	2272		4	8AGN	A
Teacher, State Hospitals (Adult Education)	2275		4	8AGN	A
Medical Transcriber	1177	R04	3	8K27	A
Peace Officer I, Developmental Center	1954	R07	3	8K27	A
Food Service Supervisor I	2258	R15	3	8K27	A
Food Service Worker I	2194		3	8K27	A
Food Service Worker II	2193		3	8K27	A
Dentist – DMH/DDS	7655	R16	3	8K27	A, C
Staff Psychiatrist – DMH/DDS	7652		3	8K27	A
Health Services Specialist	8160	R17	4 *2	8AGN 8K26	A D
Nurse Instructor	8154		3	8K27	A
Nurse Practitioner – DMH/DDS	8227		3 1	8K27 8K25	A C
Public Health Nurse I	8297		3 *2	8K27 8K26	A D
Public Health Nurse II	8210		3	8K27	A
Registered Nurse	8165		4 1 2	8AGN 8K25 8K26	A C D
Pre-Licensed Psychiatric Technician	8233	R18	3	8K27	A
Psychiatric Technician Apprentice	8229		3	8K27	A
Psychiatric Technician Assistant	7425		3	8K27	A
Psychiatric Technician Student	8242		3	8K27	A
Psychiatric Technician Trainee	8235		3	8K27	A
Psychiatric Technician Trainee Candidate	8237		3	8K27	A
Psychiatric Technician Instructor	8226		3	8K27	A
Psychiatric Technician	8232		4 2	8AGN 8K26	A D
Senior Psychiatric Technician	8231		4 2	8AGN 8K26	A D
Audiologist I – DMH/DDS	8299	R19	4 *2	8AGN 8K26	A D

*Effective 7/1/00

CLASS TITLE	CLASS CODE	CB/ID	RATE	EARNINGS ID	DEPT
Clinical Dietician	2167	R19	3	8K27	A
Individual Program Coordinator	9890		4 3 2	8AGN 8K27 8K26	A B, C D
Occupational Therapist – DMH/DDS	8204		3	8K27	A, B, C, D, E
Pharmacist I – DMH/DDS	7659		3 2 *5	8K27 8K26 8K44	A, C D F
Physical Therapist I – DMH/DDS	8315		3	8K27	A, B, C, D, E
Physical Therapist II	8277		3	8K27	A, B, C, D, E
Psychiatric Social Worker	9868		4	8AGN	A
Psychologist – Health Facilities – Clinical DMH/DDS	9878		3	8K27	A
Psychologist – Health Facilities - Experimental	9833		3	8K27	A
Psychologist – Health Facilities - Social	9858		3	8K27	A
Psychology Associate	9850		3	8K27	A
Rehabilitation Therapist – State Facilities (Art)	8414		4	8AGN	A
Rehabilitation Therapist – State Facilities (Dance)	8423		3	8K27	A
Rehabilitation Therapist – State Facilities (Music)	8311		4	8AGN	A
Rehabilitation Therapist – State Facilities (Occupational)	8289		4	8AGN	A
Rehabilitation Therapist – State Facilities (Recreation)	8312		4	8AGN	A
Social Work Associate	9871		3	8K27	A
Senior Occupational Therapist	8287		3	8K27	A, B, C, D, E
Senior Psychologist	9839		3	8K27	A
Speech Pathologist I – DMH/DDS	8309		4	8AGN	A
Speech Pathologist II	8278		4	8AGN	A
Assistive Technology Specialist I	8264	R20	3	8K27	A
Assistive Technology Specialist II	8234		3	8K27	A
Dental Assistant – DMH/DDS	7656		3	8K27	A
Dental Hygienist	8128		3	8K27	A, C
Licensed Vocational Nurse – DMH/DDS	8286		3 2	8K27 8K26	A D
Occupational Therapy Assistant	8292		3	8K27	A
Physical Therapy Assistant	8272		3	8K27	A
Respiratory Care Practitioner – DMH/DDS	8300		3	8K27	A
Teaching Assistant – DMH/DDS	8298		3	8K27	A

*Effective 7/1/00

CLASS TITLE	CLASS CODE	CB/ID	RATE	EARNINGS ID	DEPT
Excluded:					
Assistant Chief Central Program Services	8384	S01	4	8AGN	A
Standards Compliance Coordinator	8328		3	8K27	A
Peace Officer II – Developmental Center	1955	S07	3	8K27	A
Food Service Supervisor II	2256	S15	3	8K27	A
Medical Director – State Hospital/Medical Center	7577	M16	3	8K27	A, D
Medical Director – State Hospital/Medical Center, CEA	7594		3	8K27	A, D
Assistant Coordinator Nursing Services	8132	S17	4 *2	8AGN 8K26	A D
Nursing Coordinator	8156		4	8AGN	A
Psychiatric Nurse Education Director	8155		3	8K27	A
Supervising Registered nurse	8161		4 2	8AGN 8K26	A D
Coordinator of Nursing Services	8133	M17	4	8AGN	A
Program Assistant–Developmental Disabilities Program	8266	S18	4	8AGN	A
Unit Supervisor	8230		4 2	8AGN 8K26	A D
Program Director – Developmental Disabilities Program	8268	M18	4	8AGN	A
Audiologist II – DMH/DDDS	8302	S19	4	8AGN	A
Pharmacist II	7981		3	8K27	A
Pharmacy Services Manager	7996		3	8K27	A
Assistive Technology Supervisor	8295	S20	3	8K27	A
Respiratory Care Supervisor	8183		3	8K27	A

DEPARTMENT	
A	Agnews Developmental Center
B	Lanterman Developmental Center
C	Porterville Developmental Center
D	Sonoma Developmental Center
E	Fairview Developmental Center
F	Southern California Facility

RATE	
1	\$300 per pay period
2	\$400 per pay period
3	\$500 per pay period
4	\$700 per pay period
5	\$1500 per pay period

*Effective 7/1/00

CRITERIA	
Employees in the above classes and employed in the above locations shall receive the differential. If an employee who is receiving a differential transfers to a location where the differential is not authorized, the differential shall be discontinued.	
Part-time and intermittent employees shall receive a pro rata share of the differential based on a total number of hours worked within the monthly pay period.	

IF APPLICABLE, SHOULD PAY DIFFERENTIAL BE:	
PRO RATED	Yes
SUBJECT TO QUALIFYING PAY PERIOD	No
ALL TIME BASES AND TENURE ELIGIBLE	Yes
SUBJECT TO PERS DEDUCTION	No

INCLUSION IN RATE TO CALCULATE THE FOLLOWING BENEFIT PAY	
OVERTIME	Yes
IDL	Yes
EIDL	Yes
NDI	Yes
LUMP SUM VACATION	Yes
LUMP SUM SICK	Yes
LUMP SUM EXTRA	Yes

PAY DIFFERENTIAL 147
RECRUITMENT AND RETENTION DIFFERENTIAL PAY – UNIT 16

Established: 07/01/84

Revised: 07/31/98, 07/01/00, 01/01/01, 03/01/01, 07/01/01

CLASS TITLE	CLASS CODE	CB/ID	RATE	EARNINGS ID	DEPT
Medical Resident – Various Specialties	7570	R16	\$200		F,H
Physician and Surgeon (Safety)	7552		\$200 \$600	8K 8K15	F,H J
Physician and Surgeon, Correctional Facility	9269		\$200	8K	A,K
Physician and Surgeon -Intermittent-	7565		\$200		A,F,H
Physician and Surgeon (Intermittent), Departments of Mental Health and Developmental Services	7651		\$200 \$600	8K 8K15	F,H J
Podiatrist	7977		\$200	8K	A
Podiatric Consultant	7976		\$200		A,F,H
Podiatrist, Departments of Mental Health and Developmental Services	7657		\$200		F,H
Senior Psychiatrist (Specialist)	7616		\$400 \$1700 \$1900 \$2100	8K2 8K47 8K50 8K46	C,E G,J,L H F
Senior Psychiatrist, Correctional Facility (Specialist)	9270		\$200 \$400 \$2200*	8K 8K2	K C,E A*
Staff Psychiatrist, Correctional Facility	9272		\$2200***** \$2200 \$3450	8K37 8K37 8K51	N***** A* D*
Staff Psychiatrist	7618		\$2200*****	8K37	M**
Staff Psychiatrist (Safety)	7619		\$2100 \$2200 \$1700	8K46 8K37 8K47	F,G,H*** J* L***

DEPARTMENT	
A	Department of Corrections
B	Department of Corrections (Except Pelican Bay State Prison)
C	Department of Corrections, California Men's Colony
D	Department of Corrections, Pelican Bay
E	Department of Corrections, Vacaville
F	Department of Mental Health, Atascadero State Hospital
G	Department of Mental Health, Napa State Hospital
H	Department of Mental Health, Patton State Hospital
J	Department of Mental Health, Vacaville
K	Department of the Youth Authority, Heman G. Stark Youth Correctional Facility and Preston Youth Correctional Facility****
L	Department of Mental Health, Metropolitan State Hospital
M	Department of Veteran's Affairs, Yountville
N	Department of the Youth Authority*****

*Effective 01/01/00, **Effective 01/01/01, ***Effective 07/01/00, ****Effective 11/01/95, *****Effective 07/01/01

CRITERIA	
Employees in the above classes and employed at the above locations shall receive the differential.	

IF APPLICABLE, SHOULD PAY DIFFERENTIAL BE:	
PRO RATED	Yes
SUBJECT TO QUALIFYING PAY PERIOD	No
ALL TIME BASES AND TENURE ELIGIBLE	Yes
SUBJECT TO PERS DEDUCTION	Yes

INCLUSION IN RATE TO CALCULATE THE FOLLOWING BENEFIT PAY	
OVERTIME	Yes
IDL	Yes
EIDL	Yes
NDI	Yes
LUMP SUM VACATION	Yes
LUMP SUM SICK	Yes
LUMP SUM EXTRA	Yes

PAY DIFFERENTIAL 157
RECRUITMENT AND RETENTION – UNIT 16 AND EXCLUDED EMPLOYEES

CLASS TITLE	CLASS CODE	CB/ID	RATE	EARNINGS ID	EFFECTIVE DATE	DEPT
Rank and File:						
Dentist, Department of Mental Health and Developmental Services	7655	R16	\$2400 per fiscal year	94	5/1/99	D
Senior Psychiatrist (Specialist)	7616					B, E
Senior Psychiatrist, Correctional Facility (Specialist)	9270				6/15/93	A
Staff Psychiatrist, Correctional Facility	9272					A
Staff Psychiatrist, (Safety)	7619				5/1/99	E B, D
Excluded:						
Chief Psychiatrist, Correctional Facility	7612	M16			7/1/88	A
Medical Director (Chief Deputy), CEA	7594				3/2/94	B, C, D, E
Medical Director, State Hospital	7577				2/1/94	B, C, D, E
Senior Psychiatrist, Correctional Facility (Supervisor)	9271	S16			6/15/93	A

DEPARTMENT	
A	Department of Corrections, Vacaville
B	Department of Mental Health, Atascadero
C	Department of Mental Health, Napa
D	Department of Mental Health, Patton
E	Department of Mental Health, Vacaville

CRITERIA
<p>Employees in the above classes and who are employed at the California Medical Facility at Vacaville or designated hospital for 12 consecutive qualifying pay periods after the above designated eligibility date shall be eligible for the differential, payable 30 days following the completion of every 12 consecutive qualifying pay periods.</p> <p>If any employee voluntarily transfers to an ineligible class prior to completing 12 consecutive qualifying pay periods at the California Medical Facility or designated hospital, there will be no pro rata payment for those months at the facility or hospital.</p> <p>If any employee voluntarily terminates or is discharged prior to completing 12 consecutive qualifying pay periods at an eligible facility or hospital, there will be no pro rata payment for those months at the facility.</p>

CRITERIA - Continued

If any employee is mandatorily transferred by the Department prior to completing 12 consecutive qualifying pay periods at the California Medical Facility or State Hospital, he/she shall be eligible for a pro rata payment for those months served.

The \$2400 bonus may be prorated if the employee would have otherwise qualified if he/she had not died while employed at the California Medical Facility or designated State Hospital.

If any employee moves from one eligible facility to another eligible facility without a break in service, qualifying pay periods at each location cumulate. Payment for the combined qualifying pay periods is made on a pro rata basis at the completion of 12 consecutive qualifying pay periods.

If any employee promotes or transfers from one eligible classification to another eligible classification without a break in service, qualifying pay periods in each classification cumulate. Payment for the combined qualifying pay periods shall be made on a pro rata basis at the completion of 12 consecutive qualifying pay periods.

Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and retention differential based on the total number of hours worked during the 12 consecutive qualifying pay periods.

IF APPLICABLE, SHOULD PAY DIFFERENTIAL BE:

PRO RATED	Yes
SUBJECT TO QUALIFYING PAY PERIOD	Yes
ALL TIME BASES AND TENURE ELIGIBLE	Yes
SUBJECT TO PERS DEDUCTION	No

INCLUSION IN RATE TO CALCULATE THE FOLLOWING BENEFIT PAY

OVERTIME	No/Yes (FLSA)
IDL	No
EIDL	Yes
NDI	No
LUMP SUM VACATION	No
LUMP SUM SICK	No
LUMP SUM EXTRA	No

**PAY DIFFERENTIAL 212
UNIT 16 – RECRUITMENT & RETENTION DIFFERENTIAL
NORTHERN CALIFORNIA DEVELOPMENTAL CENTER**

Established: 6/1/00

Revised: 7/1/01

CLASS TITLE	CLASS CODE	CB/ID	DEPARTMENT
Staff Psychiatrist, Departments of Mental Health and Developmental Services	7652	R16	Developmental Services Northern California Developmental Center

RATE	EARNINGS ID
\$2200 per pay period	8K37

CRITERIA
Employees in the above class and employed in the above location shall receive the differential. If an employee, who is receiving a differential, transfers to a location where the differential is not authorized, the differential shall be discontinued.
Part-time and intermittent employees shall receive a pro-rated differential based on the total number of hours worked within the monthly pay period.

IF APPLICABLE, SHOULD PAY DIFFERENTIAL BE:	
PRO RATED	Yes
SUBJECT TO QUALIFYING PAY PERIOD	No
ALL TIME BASES AND TENURE ELIGIBLE	Yes
SUBJECT TO PERS DEDUCTION	Yes

INCLUSION IN RATE TO CALCULATE THE FOLLOWING BENEFIT PAY	
OVERTIME	Yes
IDL	Yes
EIDL	Yes
NDI	Yes
LUMP SUM VACATION	Yes
LUMP SUM SICK	Yes
LUMP SUM EXTRA	Yes

SALARY SCHEDULE - ATTACHMENT A

This Section will be updated when the new information is received.

Classification	Schematic	Class	A/R	Current		WWG
				Minimum	Maximum	
ASSISTANT MEDICAL OFFICER, STATE COMPENSATION INSURANCE FUND	SM30	7783		7940	9653	SE
ASSOCIATE MEDICAL COORDINATOR (PESTICIDE USE AND WORKER HEALTH AND SAFETY)	SI98	7726	A	7940	9653	SE
ASSOCIATE MEDICAL COORDINATOR (PESTICIDE USE AND WORKER HEALTH AND SAFETY)	SI98	7726	B	8327	10120	SE
ASSOCIATE MEDICAL COORDINATOR (PESTICIDE USE AND WORKER HEALTH AND SAFETY)	SI98	7726	C	8566	10411	SE
ASSOCIATE MEDICAL DIRECTOR, INDUSTRIAL MEDICAL COUNCIL	SO21	7810		8782	10673	SE
CONSULTANT AND MEDICAL EXAMINER DIVISION OF INDUSTRIAL ACCIDENTS	SO30	7811	A	8140	9893	SE
CONSULTANT AND MEDICAL EXAMINER DIVISION OF INDUSTRIAL ACCIDENTS	SO30	7811	B	8533	10372	SE
CONSULTANT AND MEDICAL EXAMINER DIVISION OF INDUSTRIAL ACCIDENTS	SO30	7811	C	8782	10673	SE
DENTAL CONSULTANT I, DEPARTMENT OF HEALTH SERVICES	SR80	7840	A	7212	8766	SE
DENTAL CONSULTANT I, DEPARTMENT OF HEALTH SERVICES	SR80	7840	B	7420	9020	SE
DENTAL CONSULTANT I, DEPARTMENT OF HEALTH SERVICES	SR80	7840	C	7597	9235	SE
DENTAL CONSULTANT II, DEPARTMENT OF HEALTH SERVICES	SR75	7841	A	7597	9235	SE
DENTAL CONSULTANT II, DEPARTMENT OF HEALTH SERVICES	SR75	7841	C	7785	9463	SE
DENTAL CONSULTANT, STATE BOARD OF DENTAL EXAMINERS	SR20	7843		8026	9756	SE

Classification	Schematic	Class	A/R	Current		WWG
				Minimum	Maximum	
DENTAL PROGRAM CONSULTANT, DEPARTMENT OF HEALTH SERVICES	SR70	7842		7785	9463	SE
DENTIST	SR15	7831	A	6553	7965	SE
DENTIST	SR15	7831	B	7926	9635	SE
DENTIST	SR15	7831	C	8156	9913	SE
DENTIST	SR15	7831	D	8350	10147	SE
DENTIST, CORRECTIONAL FACILITY	SR25	9268	A	6553	7965	SE
DENTIST, CORRECTIONAL FACILITY	SR25	9268	B	7926	9635	SE
DENTIST, CORRECTIONAL FACILITY	SR25	9268	C	8156	9913	SE
DENTIST, CORRECTIONAL FACILITY	SR25	9268	D	8350	10147	SE
DENTIST, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SR16	7655	A	6553	7965	SE
DENTIST, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SR16	7655	B	7926	9635	SE
DENTIST, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SR16	7655	C	8156	9913	SE
DENTIST, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SR16	7655	D	8350	10147	SE
MEDICAL CONSULTANT (ADVISORY), MEDICAL BOARD OF CALIFORNIA	SM06	9748		9905	10483	SE
MEDICAL CONSULTANT (ENFORCEMENT), MEDICAL BOARD OF CALIFORNIA	SM05	9747		9905	10483	SE
MEDICAL CONSULTANT (LICENSING), MEDICAL BAORD OF CALIFORNIA	SM07	9749		9905	10483	SE
MEDICAL CONSULTANT (OFFICE OF PREVENTION)	SP30	7815		8782	10673	SE

Classification	Schematic	Class	A/R	Current		WWG
				Minimum	Maximum	
MEDICAL CONSULTANT DEPARTMENT OF REHABILITATION	SP70	7826	A	8140	9893	SE
MEDICAL CONSULTANT DEPARTMENT OF REHABILITATION	SP70	7826	B	8533	10372	SE
MEDICAL CONSULTANT DEPARTMENT OF REHABILITATION	SP70	7826	C	8782	10673	SE
MEDICAL CONSULTANT I (PSYCHIATRIST), DEPARTMENT OF SOCIAL SERVICES	SM41	7785	A	8140	9893	SE
MEDICAL CONSULTANT I (PSYCHIATRIST), DEPARTMENT OF SOCIAL SERVICES	SM41	7785	B	8533	10372	SE
MEDICAL CONSULTANT I (PSYCHIATRIST), DEPARTMENT OF SOCIAL SERVICES	SM41	7785	C	8782	10673	SE
MEDICAL CONSULTANT I, DEPARTMENT OF HEALTH SERVICES	SM80	7787	A	8140	9893	SE
MEDICAL CONSULTANT I, DEPARTMENT OF HEALTH SERVICES	SM80	7787	B	8533	10372	SE
MEDICAL CONSULTANT I, DEPARTMENT OF HEALTH SERVICES	SM80	7787	C	8782	10673	SE
MEDICAL CONSULTANT I, DEPARTMENT OF SOCIAL SERVICES	SM40	7784	A	8140	9893	SE
MEDICAL CONSULTANT I, DEPARTMENT OF SOCIAL SERVICES	SM40	7784	B	8533	10372	SE
MEDICAL CONSULTANT I, DEPARTMENT OF SOCIAL SERVICES	SM40	7784	C	8782	10673	SE
MEDICAL CONSULTANT II, DEPARTMENT OF HEALTH SERVICES	SM70	7788	A	8782	10673	SE
MEDICAL CONSULTANT II, DEPARTMENT OF HEALTH SERVICES	SM70	7788	C	8989	10927	SE
MEDICAL CONSULTANT II, DEPARTMENT OF HEALTH SERVICES	SM70	7788	S	8782	10673	SE
MEDICAL CONSULTANT II, DEPARTMENT OF HEALTH SERVICES	SM70	7788	T	8989	10927	SE

Classification	Schematic	Class	A/R	Current		WWG
				Minimum	Maximum	
MEDICAL CONSULTANT, OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT	SM75	6774	A	8782	10673	SE
MEDICAL CONSULTANT, OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT	SM75	6774	C	8989	10927	SE
MEDICAL CONSULTANT, STATE BOARD OF MEDICAL QUALITY ASSURANCE	SP05	7820		9905	10483	SE
MEDICAL RESIDENT -VARIOUS SPECIALTIES-	SB65	7570	A	4397	4397	SE
MEDICAL RESIDENT -VARIOUS SPECIALTIES-	SB65	7570	B	4606	4606	SE
MEDICAL RESIDENT -VARIOUS SPECIALTIES-	SB65	7570	C	4827	4827	SE
MEDICAL RESIDENT -VARIOUS SPECIALTIES-	SB65	7570	D	5062	5062	SE
MEDICAL RESIDENT -VARIOUS SPECIALTIES-	SB65	7570	E	5300	5300	SE
MEDICAL RESIDENT -VARIOUS SPECIALTIES-	SB65	7570	F	5558	5558	SE
PHYSICIAN AND SURGEON	SB35	7551	A	7040	8556	SE
PHYSICIAN AND SURGEON	SB35	7551	B	8528	10366	SE
PHYSICIAN AND SURGEON	SB35	7551	C	8940	10866	SE
PHYSICIAN AND SURGEON	SB35	7551	D	9199	11181	SE
PHYSICIAN AND SURGEON (SAFETY)	SB38	7552	A	7040	8556	SE
PHYSICIAN AND SURGEON (SAFETY)	SB38	7552	B	8528	10366	SE
PHYSICIAN AND SURGEON (SAFETY)	SB38	7552	C	8940	10866	SE
PHYSICIAN AND SURGEON (SAFETY)	SB38	7552	D	9199	11181	SE
PHYSICIAN AND SURGEON -INTERMITTENT-	SB50	7565	B	8527	10366	SE
PHYSICIAN AND SURGEON -INTERMITTENT-	SB50	7565	C	8940	10866	SE
PHYSICIAN AND SURGEON -INTERMITTENT-	SB50	7565	D	9199	11181	SE

Classification	Schematic	Class	A/R	Current		WWG
				Minimum	Maximum	
PHYSICIAN AND SURGEON, (INTERMITTENT), DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SB51	7651	A	7040	8556	SE
PHYSICIAN AND SURGEON, (INTERMITTENT), DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SB51	7651	B	8528	10366	SE
PHYSICIAN AND SURGEON, (INTERMITTENT), DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SB51	7651	C	8940	10866	SE
PHYSICIAN AND SURGEON, (INTERMITTENT), DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SB51	7651	D	9199	11181	SE
PHYSICIAN AND SURGEON, CORRECTIONAL FACILITY	SB36	9269	A	7040	8556	SE
PHYSICIAN AND SURGEON, CORRECTIONAL FACILITY	SB36	9269	B	8528	10366	SE
PHYSICIAN AND SURGEON, CORRECTIONAL FACILITY	SB36	9269	C	8940	10866	SE
PHYSICIAN AND SURGEON, CORRECTIONAL FACILITY	SB36	9269	D	9199	11181	SE
PHYSICIAN AND SURGEON, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SB34	7644	A	7040	8556	SE
PHYSICIAN AND SURGEON, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SB34	7644	B	8528	10366	SE
PHYSICIAN AND SURGEON, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SB34	7644	C	8940	10866	SE
PHYSICIAN AND SURGEON, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SB34	7644	D	9199	11181	SE
PODIATRIC CONSULTANT	TC38	7976	A	5820	7075	SE
PODIATRIC CONSULTANT	TC38	7976	B	6105	7420	SE
PODIATRIC CONSULTANT	TC38	7976	C	6403	7782	SE
PODIATRIST	TC40	7977	A	5830	7085	SE

Classification	Schematic	Class	A/R	Current		WWG
				Minimum	Maximum	
PODIATRIST	TC40	7977	B	6116	7434	SE
PODIATRIST	TC40	7977	C	6410	7791	SE
PODIATRIST, CORRECTIONAL FACILITY	TC39	7972	A	5830	7085	SE
PODIATRIST, CORRECTIONAL FACILITY	TC39	7972	B	6116	7434	SE
PODIATRIST, CORRECTIONAL FACILITY	TC39	7972	C	6410	7791	SE
PODIATRIST, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	TC41	7657	A	5830	7085	SE
PODIATRIST, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	TC41	7657	B	6116	7434	SE
PODIATRIST, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	TC41	7657	C	6410	7791	SE
PREVENTIVE MEDICINE RESIDENT	SB70	7510	A	4198	4198	SE
PREVENTIVE MEDICINE RESIDENT	SB70	7510	B	4396	4396	SE
PREVENTIVE MEDICINE RESIDENT	SB70	7510	C	4607	4607	SE
PREVENTIVE MEDICINE RESIDENT	SB70	7510	D	4833	4833	SE
PREVENTIVE MEDICINE RESIDENT	SB70	7510	E	5059	5059	SE
PREVENTIVE MEDICINE RESIDENT	SB70	7510	F	5304	5304	SE
PUBLIC HEALTH MEDICAL OFFICER II	SI90	7722	A	8140	9893	SE
PUBLIC HEALTH MEDICAL OFFICER II	SI90	7722	B	8533	10372	SE
PUBLIC HEALTH MEDICAL OFFICER II	SI90	7722	C	8782	10673	SE
PUBLIC HEALTH MEDICAL OFFICER III	SI20	7705	B	8782	10673	SE
PUBLIC HEALTH MEDICAL OFFICER III	SI20	7705	C	8989	10927	SE
PUBLIC HEALTH MEDICAL OFFICER III	SI20	7705	S	8782	10673	SE
PUBLIC HEALTH MEDICAL OFFICER III	SI20	7705	T	8989	10927	SE

Classification	Schematic	Class	A/R	Current		WWG
				Minimum	Maximum	
PUBLIC HEALTH MEDICAL OFFICER III -EPIDEMIOLOGY-	SI50	7716	B	8782	10673	SE
PUBLIC HEALTH MEDICAL OFFICER III -EPIDEMIOLOGY-	SI50	7716	C	8989	10927	SE
PUBLIC HEALTH MEDICAL OFFICER III -EPIDEMIOLOGY-	SI50	7716	S	8782	10673	SE
PUBLIC HEALTH MEDICAL OFFICER III -EPIDEMIOLOGY-	SI50	7716	T	8989	10927	SE
PUBLIC HEALTH MEDICAL OFFICER III -MATERNAL AND CHILD HEALTH-	SI70	7715	B	8782	10673	SE
PUBLIC HEALTH MEDICAL OFFICER III -MATERNAL AND CHILD HEALTH-	SI70	7715	C	8989	10927	SE
PUBLIC HEALTH MEDICAL OFFICER III -MATERNAL AND CHILD HEALTH-	SI70	7715	S	8782	10673	SE
PUBLIC HEALTH MEDICAL OFFICER III -MATERNAL AND CHILD HEALTH-	SI70	7715	T	8989	10927	SE
PUBLIC HEALTH MEDICAL OFFICER III -RADIOLOGIC HEALTH-	SI40	7707	B	8782	10673	SE
PUBLIC HEALTH MEDICAL OFFICER III -RADIOLOGIC HEALTH-	SI40	7707	C	8989	10927	SE
SENIOR PSYCHIATRIST (SPECIALIST)	SF20	7616	A	9199	11181	SE
SENIOR PSYCHIATRIST (SPECIALIST)	SF20	7616	C	9419	11447	SE
SENIOR PSYCHIATRIST, CORRECTIONAL FACILITY (SPECIALIST)	SF25	9270	A	9199	11181	SE
SENIOR PSYCHIATRIST, CORRECTIONAL FACILITY (SPECIALIST)	SF25	9270	C	9419	11447	SE
STAFF PSYCHIATRIST	SF30	7618	A	8528	10366	SE
STAFF PSYCHIATRIST	SF30	7618	B	8940	10866	SE
STAFF PSYCHIATRIST	SF30	7618	C	9199	11181	SE
STAFF PSYCHIATRIST (SAFETY)	SF34	7619	A	8527	10366	SE
STAFF PSYCHIATRIST (SAFETY)	SF34	7619	B	8124	10866	SE

Classification	Schematic	Class	A/R	Current		WWG
				Minimum	Maximum	
STAFF PSYCHIATRIST (SAFETY)	SF34	7619	C	9419	11181	SE
STAFF PSYCHIATRIST, CORRECTIONAL FACILITY	SF33	9272	A	8528	10366	SE
STAFF PSYCHIATRIST, CORRECTIONAL FACILITY	SF33	9272	B	8940	10866	SE
STAFF PSYCHIATRIST, CORRECTIONAL FACILITY	SF33	9272	C	9199	11181	SE
STAFF PSYCHIATRIST, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SF31	7652	A	8528	10366	SE
STAFF PSYCHIATRIST, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SF31	7652	B	8940	10866	SE
STAFF PSYCHIATRIST, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SF31	7652	C	9199	11181	SE

ATTACHMENT B - Goldsmith Letter

June 23, 1983

Cesar Bacal
Union of American Physicians & Dentists
1730 Franklin Street, Suite 200
Oakland, CA 94612

Dear Mr. Bacal:

In response to your recent inquiry with respect to the manner in which professional negligence actions involving medical personnel are handled by this office, set forth below is a summary of our basic policies as they relate to physician input.

At the outset, it should be noted that in the vast majority of cases, the individual physician is a party (along with the State) in the lawsuit. In all such cases, the physician has been personally served with the complaint and has expressly requested legal representation by the Office of the Attorney General. We thus have an attorney-client relationship with the physician defendant.

With respect to settlements of such cases, it is our policy to consult with and fully apprise the individual physician defendant of both the terms of any proposed settlement and the ramifications to the physician, e.g., reporting requirements to BMQA, etc. This is, of course, done prior to the culmination of any settlement.

It should also be emphasized, moreover, that pursuant to the terms of the California Tort Claims Act, the State is required to pay any damage award for medical malpractice and thus, the individual physician has no personal liability exposure (absent a prayer for punitive damages).

With respect to those cases in which there is no individual physician named as a defendant, i.e., where the State itself is the only defendant, there is substantially less direct consultation with the physicians who may have been involved in the incident. In these latter type of cases, while physicians may be witnesses in the proceeding, they are not parties and therefore are not involved in the settlement procedure per se.

We do, of course, fully consult with our State agency clients, including their supervisory medical staff, in all such cases and we expect that they receive direct input from their staff physicians in evaluating settlement offers.

Please feel free to contact this office if additional information is requested.

Very truly yours,
MARVIN GOLDSMITH
Assistant Attorney General

This attachment (letter) is not grievable or arbitrable.

ATTACHMENT B-1 - Clarification of Goldsmith Letter

Subject: Clarification of Goldsmith letter of June 23, 1983 regarding defense of physician defendants where punitive damages are part of the prayer for relief.

1. When a doctor is named as a party to a lawsuit; as a result of any action or omission occurring in the performance of their duties and within the scope of employment, the doctor may request legal representation by the 1. Office of the Attorney General. In all such cases where representation takes place the Attorney General has an attorney-client relationship with the doctor defendant.
2. If there is a prayer for punitive damages, the doctor involved has the option of hiring private counsel to defend said doctor on the punitive damage aspect of the case. In the event that the doctor does not wish to hire private counsel, the Attorney General will defend said doctor on all issues involved in the case including the prayer for punitive damages. As regards representation, the Office of the Attorney General will vigorously conduct such representation toward defeating all claim including the prayer for punitive damages.
3. Under the California's Tort Liability Law, the State of California is obligated to pay any judgment against said doctors for compensatory or general damages but is not required to indemnify them for any award of punitive damages. According to Section 3294 of the Civil Code, in order to be awarded punitive damages, the plaintiff must prove that the doctor was guilty of either express or implied malice or oppression.
4. In the event of a judgment for punitive damages, a doctor defendant has the right to file a claim with the State Board of Control seeking indemnification from the State of California for any such liability.
5. Prior to the culmination of any settlement, the attorney representing the individual physician defendant will consult with and freely appraise the doctor defendant of both the terms of any proposed settlement and the ramification to the doctor.
6. This attachment is not grievable or arbitrable.

SIGNATURE PAGE (This section will be updated when new information is received)